

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
DECEMBER 19, 2012

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, December 19, 2012, at 6:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 6:00 p.m.

Invocation.

Pledge of Allegiance to the Flag.

Present: Sieber, Nicholson, Hopp, Erickson, Zima, Evans, Buckley, Landwehr, Dantine,
La Violette, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Wetzel,
Moynihan, Steffen, Carpenter, Lund

Excused: De Wane, Hoyer, Haefs

Supervisor Vander Leest arrived at 6:23 p.m. and Supervisor Fewell arrived at 6:40 p.m.

Total Present: 23

Total Excused: 3

**** PRESENTATION ****

Commendation Honoring Darlene Marcelle

No. 1 -- ADOPTION OF AGENDA.

A motion was made by Supervisor Evans and seconded by Supervisor La Violette **“to adopt the agenda as revised by placing Resolution #10a after 7b Chairman’s Report”**. Voice vote taken. Motion carried unanimously with no abstentions to adopt the agenda as revised.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) Must be limited to items not on the agenda.
- b) State name and address for the record.
- c) Comments will be limited to five minutes.
- d) The Board’s role is to listen and not discuss comments nor take action of those comments at this meeting.

No one from the Public wished to address the County Board.

No. 3 -- APPROVAL OF MINUTES OF NOVEMBER 7, 2012 AND NOVEMBER 15, 2012

A motion was made by Supervisor Kaster and seconded by Supervisor Nicholson “**to approve the minutes of November 7, 2012 and November 15, 2012.**” Voice vote taken. Motion carried unanimously with no abstentions.

No. 4 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Sieber congratulated the UWGB Women’s Basketball Team for having the highest Grade Point Average (GPA) in the entire nation.

Supervisor Wetzel announced this is his last term on the County Board and wished everyone a Merry Christmas. He is taking an administrative position in Weyauwega, WI.

Supervisor Erickson wished District 7 and Brown County a Merry Christmas.

Supervisor Hopp thanked the men and women of the Highway Department and Emergency Crews for their preparation and support for the upcoming snow storm. He also wished everyone a Merry Christmas and a Happy 2013.

No. 5 -- COMMUNICATIONS. None.

LATE COMMUNICATIONS.

No. 5a -- FROM SUPERVISOR STEFFEN RE: ANNUAL BUDGET DEVELOPMENT POLICY AND RESPECTFULLY REQUESTS THE BROWN COUNTY BOARD OF SUPERVISORS CONSIDER THE FOLLOWING BUDGET DEVELOPMENT POLICY: 1. ALL SUPERVISORS AND DEPARTMENT REPRESENTATIVES SHALL SUBMIT TO THE BROWN COUNTY BOARD OFFICE, IN WRITING, ANY REQUESTED ADJUSTMENTS TO THE PROPOSED ANNUAL BUDGET NO FEWER THAN FIVE (5) BUSINESS DAYS IN ADVANCE OF THE ANNUAL COUNTY BOARD BUDGET MEETING. 2. EACH REQUESTED ADJUSTMENT SUBMITTED SHALL INCLUDE THE EFFECTED DEPARTMENT OR FUND AS WELL AS THE ESTIMATED BUDGETARY IMPACT. 3. THIS POLICY SHALL BE APPLICABLE FOR BUDGETARY ADJUSTMENT REQUESTS WITH A NEGATIVE BUDGETARY IMPACT (I.E. INCREASES GOVERNMENT SPENDING) IN EXCESS OF \$50,000.

Refer to Executive Committee

No. 6 -- APPOINTMENTS.

No. 6a -- APPOINTMENTS OF LARRY EPSTEIN AND MELANIE MACZKA TO THE AGING AND DISABILITY RESOURCE CENTER BOARD

A motion was made by Supervisor Van Dyck and seconded by Supervisor Nicholson “to approve the above appointments”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 6b -- REAPPOINTMENT OF PATRICIA HICKEY AND CHUA XIONG TO THE COMMUNITY OPTIONS PLANNING COMMITTEE

A motion was made by Supervisor Nicholson and seconded by Supervisor Sieber "to approve the above appointments". Voice vote taken. Motion carried unanimously with no abstentions.

No. 6c -- APPOINTMENT OF LEE HOFFMAN TO THE GREEN BAY METROPOLITAN SEWERAGE DISTRICT

A motion was made by Supervisor La Violette and seconded by Supervisor Dantine "to approve the above appointment". Voice vote taken. Motion carried unanimously with no abstentions.

No. 6d -- REAPPOINTMENT OF KATHY PLETCHER TO THE LIBRARY BOARD

A motion was made by Supervisor Williams and seconded by Supervisor Clancy "to approve the above appointment". Voice vote taken. Motion carried unanimously with no abstentions.

No. 6e -- REAPPOINTMENT OF KRAMER ROCK AND APPOINTMENT OF DIANE FORD TO THE MUSEUM BOARD OF DIRECTORS

A motion was made by Supervisor Wetzel and seconded by Supervisor Nicholson "to approve the above appointments". Voice vote taken. Motion carried unanimously with no abstentions.

No. 6f -- REAPPOINTMENT OF DR. JOHN KATERS AND MARK VANDEN BUSCH TO THE SOLID WASTE MANAGEMENT BOARD

A motion was made by Supervisor Dantine and seconded by Supervisor Landwehr "to approve the above appointments". Voice vote taken. Motion carried unanimously with no abstentions.

No. 7a -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach stated this past year has been an enjoyable experience. He expressed he is pleased with the dialogue he has had with County Supervisors. The dialogue helped with the challenge they faced not to increase the tax levy. It is his hope the residents of Brown County will be proud of the efforts of everyone working together as a team.

Executive Streckenbach touched on his initiatives for 2013/2014 Budget priorities. He thanked Supervisor Evans for taking a day off from work to attend the Child Abuse/Neglect Summit. With statistics showing 25% of children abused in early ages end up incarcerated, he realized the importance of government and private organizations working together.

County Executive Streckenbach made reference to a Resolution before the Board regarding contracted services for the District Attorney's Office. He is asking the County Board to amend the Resolution which would extend the funding for 2 years so the District Attorney could prioritize working on the larger cases.

Mr. Streckenbach stated he looks forward to working with the four core areas and Advance. It is his goal to report the progress to the County Board in February. In addition, he stated he will continue to look for opportunities for regionalism with other counties and other municipalities.

The County Executive took this opportunity to extend his wishes for a Happy Holiday Season and best wishes for 2013.

No. 7b -- REPORT BY BOARD CHAIRMAN.

Board Chairman Moynihan and Vice-Chair wished everyone a Merry Christmas and will offer Christmas Cheer after the meeting.

Chairman Moynihan extended sympathy to the Hoyer family, stating Supervisor Hoyer's father-in-law passed this week.

Mr. Moynihan congratulated Supervisor Wetzel on his position in Weyauwega and wished him well.

Board Chairman Moynihan thanked County Clerk, Darlene Marcelle for her service to Brown County.

TAKEN OUT OF ORDER #10A.

No. 10a -- RESOLUTION APPROVING THE OFFER TO PURCHASE FROM CARDINAL CAPITAL MANAGEMENT, INC. AND AUTHORIZING THE SALE OF BROWN COUNTY PROPERTY

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Cardinal Capital Management, Inc. desires to build a 52-unit apartment complex in Brown County to be used for Veteran housing, which would also include a future building for transitional housing for up to 30 veterans; and

WHEREAS, Brown County, Wisconsin owns property located in Green Bay, Wisconsin known as the County Farm Property formally part of the Brown County Mental Health Center, which is identified as Parcels #21-282 and 21-283, which Brown County desires to sell; and

WHEREAS, Cardinal Capital Management, Inc. submitted an Offer to Purchase with a Rider attachment to document WB-13 Vacant Land Offer to Purchase, for the purchase of approximately eight (8) acres of Brown County's land consisting of portions of Parcels #21-282 and 21-283 in Green Bay, Wisconsin, at an amount of Fifty Thousand Dollars (\$50,000) per acre, for a total of approximately Four Hundred Thousand Dollars (\$400,000); and

WHEREAS, the sale of the property to Cardinal Capital Management, Inc. is contingent on various conditions as listed in the Rider to the Offer to Purchase and includes the requirement that the Buyer receives a reservation of low-income housing tax credits under section 42 of the Internal Revenue Code of 1986 from the Wisconsin Housing and Economic Development Authority, as well as Buyer obtaining equity commitments through the sale of the tax credits; and

WHEREAS, upon final sale of the eight acres of property, the approximate Four Hundred Thousand Dollars (\$400,000) shall be committed for the purpose of improvement, demolition and/or development of the remaining County Farm acreage as is determined by the Brown County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors does approve the Offer to Purchase of approximately eight acres of property consisting of portions from parcels #21-282 and 21-283 in Green Bay, Wisconsin, as noted in the Rider to the Offer to Purchase, for the development of a 52-unit apartment complex for Veteran housing and future transitional housing for up to 30 veterans for the purchase price of approximately Four Hundred Thousand Dollars (\$400,000), and authorizes the sale of the property to Cardinal Capital Management, Inc, for said purposes; and

BE IT FURTHER RESOLVED, that the money from the sale of the property shall be placed into a separate account to be committed for the purpose of building demolition, improvement and/or development of the remaining County Farm Property formally part of the Brown County Mental Health Center.

Respectfully submitted,
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: This Resolution does not require an appropriation from the General Fund.

A motion was made by Supervisor Erickson and seconded by Supervisor Dantine “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/26/2012

ATTACHMENTS TO

RESOLUTION #10a

ON THE FOLLOWING PAGES.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** _____ **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**
3 **GENERAL PROVISIONS** The Buyer, Cardinal Capital Management, Inc. and/or its assigns
4 _____, offers to purchase the Property
5 known as [Street Address] described in the Rider attached hereto
6 in the City of Green Bay, County of Brown, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 **PURCHASE PRICE:** See Rider attached hereto
9 _____ Dollars (\$ See Rider).
10 **EARNEST MONEY OF \$** _____ **accompanies this Offer and earnest money of \$** 10,000.00
11 will be mailed, or commercially or personally delivered within 15 days of acceptance to listing broker or
12 First American Title Company.
13 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: None
16 _____
17 _____
18 **NOT INCLUDED IN PURCHASE PRICE:** None
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 **ZONING:** Seller represents that the Property is zoned: See Rider
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before Jan 30, 2013. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): Chuck Lamine, Planning Director
41 Buyer's recipient for delivery (optional): Dan Kroetz
42 ☒ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (920) 448-4487 Buyer: (608) 663-6397
44 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: 305 E. Walnut Street, Rm 320, P.O. Box 23600, Green Bay, WI 54305
50 Delivery address for Buyer: 2 E. Mifflin Street, Suite 201, Madison, WI 53703
51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): Lamine - cf @ co. brown. wi. us
56 E-Mail address for Buyer (optional): dkroetz@cardinalcapital.us
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

10a

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
 65 identified in the Seller's disclosure report dated N/A, which was received by Buyer prior to
 66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 67 and _____

68
 69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than November 30, 2013
 71 at the place ~~selected by Seller, unless otherwise~~ agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and NONE other

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
 80 APPLIES IF NO BOX IS CHECKED)

81 ☐ Current assessment times current mill rate (current means as of the date of closing)

82 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 ☒ See Rider

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 86 **substantially different than the amount used for proration especially in transactions involving new construction,**
 87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
 88 **regarding possible tax changes.**

89 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 96 (written) (oral) **STRIKE ONE** lease(s), if any, are The Property is not leased

97 Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 ☒ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
 108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
 109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
 110 **Parties agree this provision survives closing.**

111 ☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

100

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
 124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department of
 135 Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 **■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

10a

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

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245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

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306 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.
314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ☐ **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.
317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.
321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from a
323 certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ☐ **CHECK**
327 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328 ☐ other: _____
329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.
333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____
338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) ☐ **CHECK AND COMPLETE AS APPLICABLE:** ☐ electricity _____;
341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
342 ☐ telephone _____; ☐ cable _____; ☐ other _____
343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.
346 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
348 occupancy permit; ☐ other _____ ☐ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.
351 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☐ **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____
357 ☐ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

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365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.
 368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held ^{by First American Title Company} in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 376 **disbursement agreement.**

377 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. ~~If said~~
 381 ~~disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse~~
 382 ~~the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;~~
 383 ~~(2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)~~
 384 ~~any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an~~
 385 ~~interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to~~
 386 ~~exceed \$250, prior to disbursement.~~

387 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. ~~At least 30 days prior to~~
 389 ~~disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or~~
 390 ~~Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.~~
 391 ~~Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4~~
 392 ~~dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their~~
 393 ~~legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith~~
 394 ~~disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing~~
 395 ~~regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.~~

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

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405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
 406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
 407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
 408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
 409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
 410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
 413 Offer except: N/A

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
 415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
 416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 and in this Offer, general taxes levied in the year of closing and provided none of the foregoing prohibit
 424 Buyer's intended use of the Property.

425 _____
 426 _____
 427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
 431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
 433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
 434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 60 days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
 441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding 15 days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this ^{Closing}
 451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
 453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
 454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
 455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
 456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
 457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

See Rider Attached hereto

459 _____
 460 _____
 461 _____
 462 _____
 463 _____
 464 _____

100

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
 466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
 467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
 471 actual damages.

472 If Seller defaults, Buyer may:

473 (1) sue for specific performance; or
 474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
 487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
 497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
 498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 502 to the Wisconsin Department of Natural Resources.

10a

503 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
512 **well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☒ **ADDENDA:** The attached Rider is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Rider

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] _____
536 _____ on _____

537 (x) _____
538 Buyer's Signature ▲ Print Name Here ▶ Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ▶ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (By) _____
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ▶ Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ▶ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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RIDER TO WB-13 VACANT LAND OFFER TO PURCHASE

This Rider is made part of the attached WB-13 Vacant Land Offer to Purchase form (the "Form") for the real property identified in paragraph 1 of this Rider (the "Property"), by and between Cardinal Capital Management, Inc., a Wisconsin Corporation, or its assigns ("Buyer") and Brown County ("Seller"). In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Form, the terms of this Rider shall control. The Form and this Rider are herein collectively referred to as the "Offer."

1. Property Description. The Property is located in the City of Green Bay, Brown County, Wisconsin and is currently part of larger Parcels known as Parcel # 21-283 and 21-282. The Property will consist of approximately eight (8) acres and be divided from the larger parcel of which it is a part. Buyer shall deliver to Seller, within thirty (30) days of acceptance of this Offer, a Certified Survey Map showing the proposed division of Parcel 21-283. If the Certified Survey Map is not acceptable to Seller, then Seller shall within ten (10) days after receipt of the Certified Survey Map inform Buyer of Seller's objections to the Certified Survey Map. Seller and Buyer shall expeditiously work to resolve Seller's objections. The Property includes the land, fixtures, easements, licenses, permits, and all other rights, title, and interest appertaining and otherwise relating thereto. Seller shall record the approved CSM on or before the date of closing.

2. Purchase Price. The purchase price shall be determined by a formula that is equal to the product of number of acres included in the Property and Fifty Thousand Dollars (\$50,000.00). By way of illustration, in the event that 8 acres are included in the Property, the purchase price would be \$400,000.

3. Earnest Money. Earnest money in the amount of Ten Thousand and no/100ths (\$10,000.00) Dollars (the "Earnest Money") shall be held by First American Title Company (the "Title Company"). The Earnest Money shall be deposited with the Title Company within the time set forth in the Form. The Seller acknowledges and agrees that in the event the Buyer terminates this Offer due to a failure to meet the contingencies under this agreement, the satisfaction of which were diligently pursued, the Seller shall direct the Title Company to return the Earnest Money deposit to Buyer within three (3) days of the date of Buyer's notification to Seller that this Offer has been terminated. In all other respects, the Earnest Money shall be retained by the Seller. In the event the transaction contemplated by this Offer closes, the Earnest Money shall be credited to Buyer upon acquisition of the Property.

4. Buyer's Use of the Property. Seller acknowledges that Buyer intends to

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divide the Property for the purposes of constructing a 52 unit affordable housing apartment building (the "Tax Credit Project") and thirty units of transitional housing on the Property that will provide supportive services to residents who are veterans (collectively, the "Project").

5. Conditions on Buyer's Obligation to Close. In addition to any and all other conditions in this Offer, Buyer's obligation to close this transaction is conditioned upon the consummation of all the following within the applicable time period:

(a) On or before May 30, 2013, Buyer receiving a reservation of low-income housing tax credits (the "Tax Credits") under section 42 of the Internal Revenue Code of 1986, as amended, from the Wisconsin Housing and Economic Development Authority ("WHEDA") in at least the amount requested by Buyer in its Tax Credit Application submitted to WHEDA. Seller's obligation to close this transaction is contingent on Buyer receiving an allocation of 2013 Tax Credits. In the event Buyer does not receive an allocation of 2013 Tax Credits, Seller, at its option, may terminate this Agreement.

(b) On or before the Closing Date, Buyer obtaining equity commitments through the sale of the Tax Credits on terms acceptable to Buyer in its reasonably exercised discretion and in sufficient amounts to allow Buyer to proceed with development of the Property in accordance with Buyer's proposed plans.

(c) On or before November 1, 2013, Buyer obtaining, at Buyer's expense, written environmental assessments and/or evaluations of the Property (including "Phase I" assessments and, if Buyer deems necessary, "Phase II" assessments, including laboratory testing of soil, water, and other substances) from qualified environmental consultants of Buyer's choice, confirming that (i) the Property complies with all Environmental Laws, (ii) there are no liabilities (contingent or otherwise) affecting the Property arising under the Environmental Laws, (iii) there are no underground or above ground storage tanks, associated pipes or equipment located on or at the Property, (iv) there are no Hazardous Substances on, under, at, in or migrating to or from the Property, (v) no portion of the Property has been filled and (vi) there are no wetlands on the Property that would interfere with Buyer's proposed plans. Buyer shall provide copies of all reports to Seller within thirty (30) days of obtaining said reports.

(d) On or before November 1, 2013, Buyer obtaining any necessary zoning approvals, variances, conditional use permits, building permits, and/or government approvals necessary to develop the Property for Buyer's intended use.

(e) On or before November 1, 2013, Buyer obtaining, at Buyer's expense,

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a written report prepared by a recognized soil engineering firm stating that the soil and subsoil conditions of the Property are suitable to permit development and construction of improvements consistent with Buyer's intended use of the Property free from any unusual groundwater, soil, subsoil, or organic rock condition and at a cost acceptable to Buyer in its reasonably exercised discretion. Buyer shall provide a copy of all reports to Seller within thirty (30) days of obtaining said reports.

(f) On or before November 1, 2013, Buyer verifying to Buyer's satisfaction that all utility connections are currently located at the boundaries of the Property (or directly across the street from the Property) and are available in sufficient quality and quantity to adequately serve Buyer's intended use of the Property and that the location of any existing utility does not inhibit Buyer's intended use of the Property.

(g) On or before November 1, 2013, Buyer obtaining approval of its Certified Survey Map by the City of Green Bay and/or any other government entities which must approve such map and Buyer obtaining an ALTA survey of the Property that Surveys. The ALTA Survey must be sufficient to allow the title insurance company to remove all of the standard survey exceptions from the title insurance commitment without adding any additional, other than immaterial, encroachments other minor matters related to the Property. In the event Buyer reasonably believes that the ALTA Survey present conditions that would prevent Buyer from constructing its proposed building on the Property in accordance with its desired plans, Buyer shall notify Seller thereof within 30 days of Buyer's receipt of the proposed CSM and Survey, and Buyer and Seller shall attempt to resolve the issue in good faith.

(h) On or before November 1, 2013, Buyer's obtaining the approval of the board of directors Cardinal Capital Management, Inc.

Seller agrees to cooperate with Buyer in connection with Buyer's due diligence. If any of the conditions in this Offer are not satisfied within the applicable time period, Buyer may terminate this Offer by giving written notice to Seller at any time on or before five (5) business days following expiration of such time period. Upon such notice, this Offer shall be null and void and neither party shall have any further legal liability to the other. If the conditions in this Offer are not satisfied due to Buyer's failure to diligently pursue satisfaction of the contingencies contained herein or Buyer's breach of this Agreement, upon Buyer's termination, Seller shall retain the Earnest Money. Buyer shall deliver to Seller copies of any documents related to Buyer's satisfaction of the conditions as they become available. If Buyer fails to give written notice to Seller terminating this Offer as required by this paragraph, this Offer shall remain in full force and effect.

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6. Existing Structures. (a) Seller, at Seller's sole cost and expense, shall be responsible for emptying and removing any personal property which is contained within the existing structures on the Property.

(b) Buyer shall be responsible for the cost of demolishing the existing shed on the Property. The shed shall be removed no later than sixty (60) days after receipt of notice from Seller that the Proposed Future Road is scheduled to be constructed to the South of the Property, as illustrated on the Conceptual Site Plan, which is attached herein as Exhibit "A" and incorporated by reference provided that Buyer shall have no obligation to remove the shed prior to the allocation of Tax Credits to the Project by the Wisconsin Housing and Economic Development Authority. Seller shall not request demolition of the shed prior to the Closing Date unless it believes, in good faith, that the Proposed Future Road could not be feasibly constructed subsequent to the Closing Date without causing Seller undue expense or delay. The parties acknowledge that the shed building is on or approximately at the proposed property line between Seller and Buyer, and for the limited purpose of demolition of the building, it is agreed that the shed will be considered totally part of Buyer's Property, as any overlap on Seller's property would appear to be inconsequential.

(c) For the demolition of the barn building, Buyer shall provide, at no cost to Seller, an easement or access rights-necessary for Seller to demolish and remove the barn and shall consent to the demolition of any portion of the barn which remains on Buyer's property. The location of the barn building is illustrated on the Conceptual Site Plan, which is attached herein as Exhibit "A". Seller shall cause to be removed the existing barn on the Property within one hundred twenty (120) days of closing. Buyer and Seller shall proportionately share the costs of demolishing and removing the barn, which total cost shall be determined by the statutory bid process which Brown County is obligated to follow for public works projects. Each party shall be assessed their share of the demolition of the barn based on the amount of square footage of the building which lies on their property. The total cost of the demolition shall be divided by the total square footage of the building to get the cost of demolishing one square foot. Then the total square footage of the building that lies on each party's property shall be multiplied by the one square foot amount to determine the cost of each party's proportionate share of the demolition. Buyer and Seller shall enter into an agreement prior to January 31, 2013 which apportions the costs of demolition between the parties and otherwise effectuates the agreements contained in this Section 6.

(d) For the purpose of demolition of any of the buildings on or near the Property, both parties agree to execute construction easements at no cost to the other party for the purpose of said demolition as necessary for the other party.

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7. PILOT Agreement. Seller shall establish a Tax Incremental Financing District (TID) on or before December 31, 2013. The term of the TID shall not exceed 27 years. In the event all or portion of the Tax Credit Project becomes exempt from property taxes during the term of the TID due to Buyer's use and ownership of the Property, Buyer shall make a Payment In Lieu of Taxes ("PILOT"). A form of PILOT Agreement shall be agreed upon by Buyer and Seller on or before November 1, 2013.

(a) At the time of the property closing, the parties agree to enter into a separate Payment in Lieu of Taxes ("PILOT") agreement, which agreement shall be enforced immediately at any time the Tax Credit Project, or any portion of the Tax Credit Project, becomes tax exempt. The parties intend that the PILOT shall run with the land and be binding on Buyer and on Buyer's successors and assigns for the term of the TID. It shall be invoked and effective any time all or any portion of the Tax Credit Project would become tax-exempt.

(b) Written notification of any transfer of an ownership interest by any means of any portion or whole interest of the Tax Credit Project, or change in tax exempt/nonexempt status shall be made by the current owner to Brown County within thirty (30) days before the transfer or change in tax status.

(c) For any calendar year in which the PILOT obligation may apply as provided herein, the amount of the PILOT shall be based upon the fair market value of all real property and improvements, plus personal property as determined as if the Property was taxable in Brown County, on January 1 of the tax year. The net tax rate in Brown County, then in existence, shall be applied to such valuation to arrive at the PILOT payment figure which shall be due and payable in full in the same manner as other Brown County taxpayers

8. Property Tax Proration. For purposes of the Property tax proration, the net general real estate taxes for the Property for the year of closing shall be deemed equal to the Assessed Value of the Property (as hereinafter defined) multiplied by the City of Green Bay's most recent mil rate. The "Assessed Value of the Property" shall be equal to the product of (a) the most recent assessed value of the land (excluding the value of any improvements) comprising the entire parcel of which the Property is a part, multiplied by (b) a fraction, the numerator of which is the square footage of the land in the Property and the denominator of which is the square footage of the land in the parcel of which the Property is a part.

9. Assignment. Buyer may assign its rights and obligations hereunder to a limited liability company formed for the Purposes of owning the Project, and for the sole

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purpose of continuing the Project of the construction of veteran housing, without Seller's consent and upon any such assignment the Buyer assigning its rights shall be released from all future obligations and liabilities hereunder. Any other assignments of rights and/or obligations hereunder shall require written consent of Seller.

10. Eminent Domain. If, prior to closing, the Property or any portion thereof is taken by power or exercise of eminent domain or any proceedings are instituted to effect such a taking or the threat of eminent domain arises, Seller shall immediately give written notice to Buyer. In such event, Buyer shall have the option to terminate this Offer, whereupon neither party shall have any further liability to the other under this Offer. If Buyer does not elect to terminate this Offer, the transactions that are the subject of this Offer shall be completed and Buyer shall receive the proceeds of such condemnation.

11. Title Insurance. The title insurance commitment delivered to Buyer may initially contain the standard title insurance exceptions. Seller, shall, however, at Seller's expense, on or before the date of closing, cause the title insurance company to remove all of the standard title insurance exceptions from the title insurance commitment.

12. Trail. At closing and at no cost to Seller, Buyer shall grant Seller an easement for the construction of a trail for use by the general public as a pathway. Construction of said trail shall be adjacent to the Property along the West, North and East Property lines as noted in the Conceptual Site Plan attached as Exhibit "A". Seller shall be responsible for the cost of construction and maintenance of the pathway and any liabilities associated therewith except to the extent caused by the negligence of Buyer or its successors and assigns.

13. Storm Water Pond. The Buyer shall, at Buyer's sole cost and expense, cause the construction of a regional Storm Water Retention Pond in accordance with the regulations of the City of Green Bay.

14. Survival of Terms and Conditions. All representations, warranties, agreements and obligations of the parties shall survive the closing and will not merge in the warranty deed and the same shall inure to the benefit of any and be binding upon the respective successors and assigns of the parties.

15. Brokerage Commission. The parties represent to each other that no brokers or agents are entitled to a commission or other form of compensation with respect to this transaction.

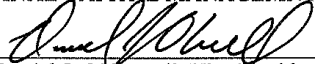
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16. Authority. Sale of the Property is contingent on the approval process of Brown County, with said approval Seller has complete power and authority to sell, transfer and convey the Property to Buyer pursuant to this Offer. Seller shall have until January 16, 2013 to obtain the approval of Brown County. If this contingency is not satisfied within the applicable time period, Seller may terminate this Offer by giving written notice to Buyer at any time on or before five (5) business days following expiration of such time period. If Seller fails to give written notice to Buyer terminating this Offer as required by this paragraph, this Offer shall remain in full force and effect.

BUYER:

CARDINAL CAPITAL MANAGEMNT, INC.

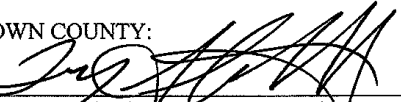
BY:


Daniel J. O'Connell, Vice President


SELLER:

BROWN COUNTY:

BY:


Troy Streckenbach, County Executive

BY:


Darlene K. Marcelle, County Clerk

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CONCEPTUAL RENDERING

NOVEMBER 12, 2012
PROPOSED VETERANS APARTMENTS
 GREEN BAY, WISCONSIN

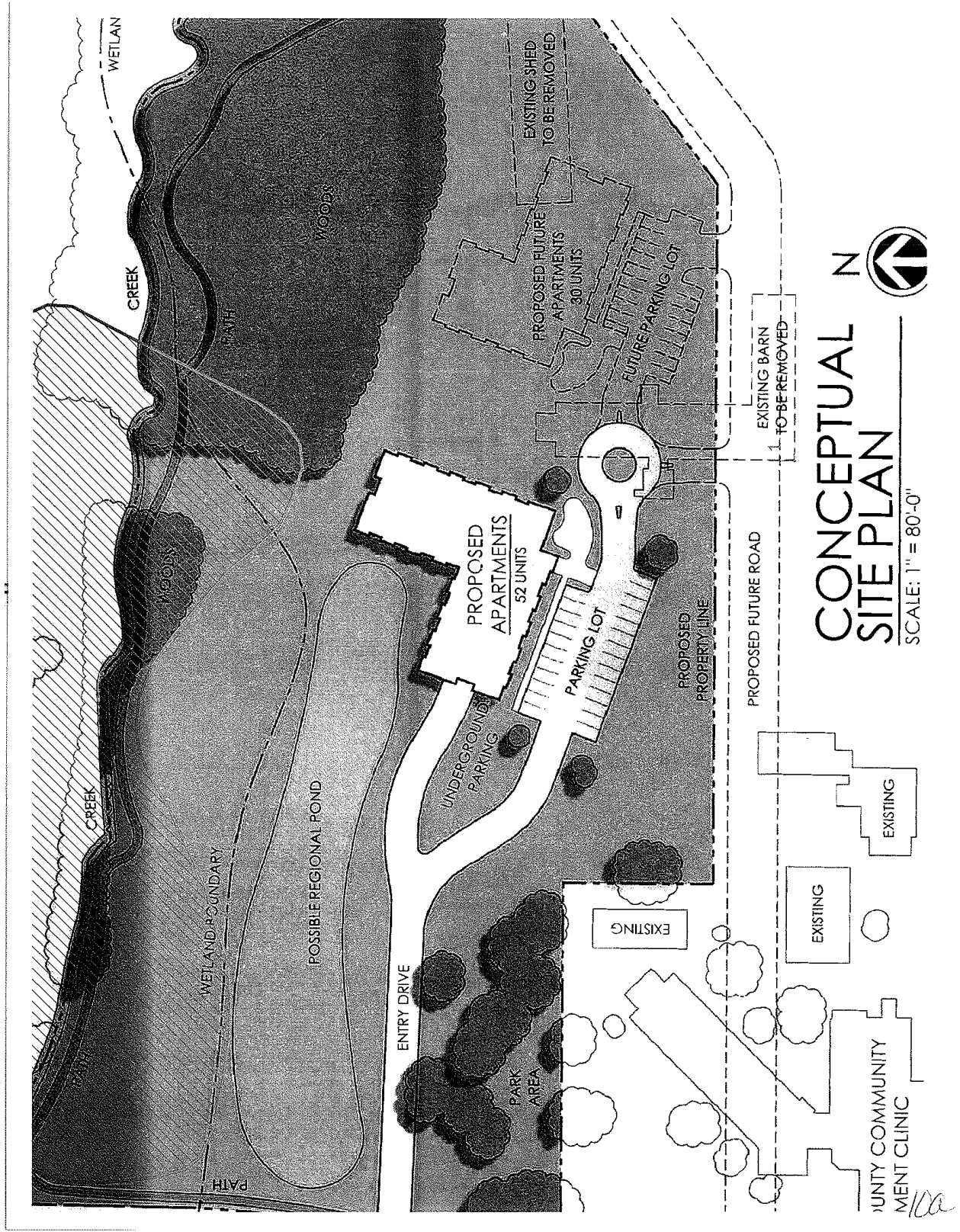
PROJ. NO. 2011-15

CARDINAL
 CAPITAL MANAGEMENT, INC.



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PLANNING COMMISSION



305 E. WALNUT STREET, ROOM 320
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600

CHUCK LAMINE, AICP

PHONE (920) 448-6480 FAX (920) 448-4487
WEB SITE www.co.brown.wi.us/planning

PLANNING DIRECTOR

MEMORANDUM

DATE: December 19, 2012
TO: Brown County Board of Supervisors
FROM: Chuck Lamine, Planning Director
RE: Resolution approving the offer to purchase from Cardinal Capital Management, Inc. and authorizing the sale of Brown County property

The agenda and meeting packet for the December 19, 2012 Brown County Board of Supervisors meeting includes a Resolution approving the offer to purchase from Cardinal Capital Management, Inc. and authorizing the sale of Brown County property. The property includes an approximately eight acre portion of Brown County owned land commonly referred to as the Brown County Farm which is located on St. Anthony Dr. in the City of Green Bay immediately north of the former Brown County Mental Health Center (MHC) building. The offer of \$50,000 per acre is for approximately eight acres which includes two acres of undevelopable wetlands resulting in a total sale price of approximately \$400,000.

On the Brown County site Cardinal Capital Management, Inc. proposes to model the successful Thomas H. Wynn, Sr. Memorial Veterans Manor project which is located in the City of Milwaukee. In partnership with the Center for Veterans Issues, LTD, the facility has provided permanent supportive housing for veterans. The project in Milwaukee has been:

- Showcased on the US Department of Housing and Urban Development (HUD) web site as a best practice.
- Received three housing awards in 2012 including the Mayor's Design Award, A Partnership Fair Housing Award from the Wisconsin Fair Housing Network, and a Milwaukee Award for Neighborhood Development Innovation from the Local Initiatives Support Corporation (LISC) Milwaukee.

The proposed housing project in Brown County will provide 52 units of affordable housing for veterans and an additional 30 units of transitional housing for veterans in the future. The proposed project will benefit from close proximity to the soon to be opened VA Clinic, the University of Wisconsin – Green Bay and future employment opportunities within a potential



X:\County Farm\Cardinal Management Group\County Board Memo 121912.doc

Research and Technology Business Park under consideration for the remaining 200 acres of the Brown County Farm property.

Considerable public outreach and review has been completed regarding the proposed Veterans Manor development including:

- Presentation at two meetings of the Schmitt Park Neighborhood Association. A survey conducted at the neighborhood association annual meeting indicated that 79% of the respondents supported the Veterans Manor development.
- A Conditional Use Permit (CUP) for the project was reviewed and unanimously recommended for approval by the City of Green Bay Plan Commission. The CUP was subsequently unanimously approved by the Green Bay City Council.
- The Brown County Housing Authority has authorized a Request for Proposals process to consider proposals for committing Project Based Housing Choice Vouchers for a veterans housing facility.
- The resolution authorizing the offer to purchase has been reviewed and forwarded for approval to the County Board of Supervisors by the Planning, Development & Transportation Committee, Administration Committee, and the Executive Committee.

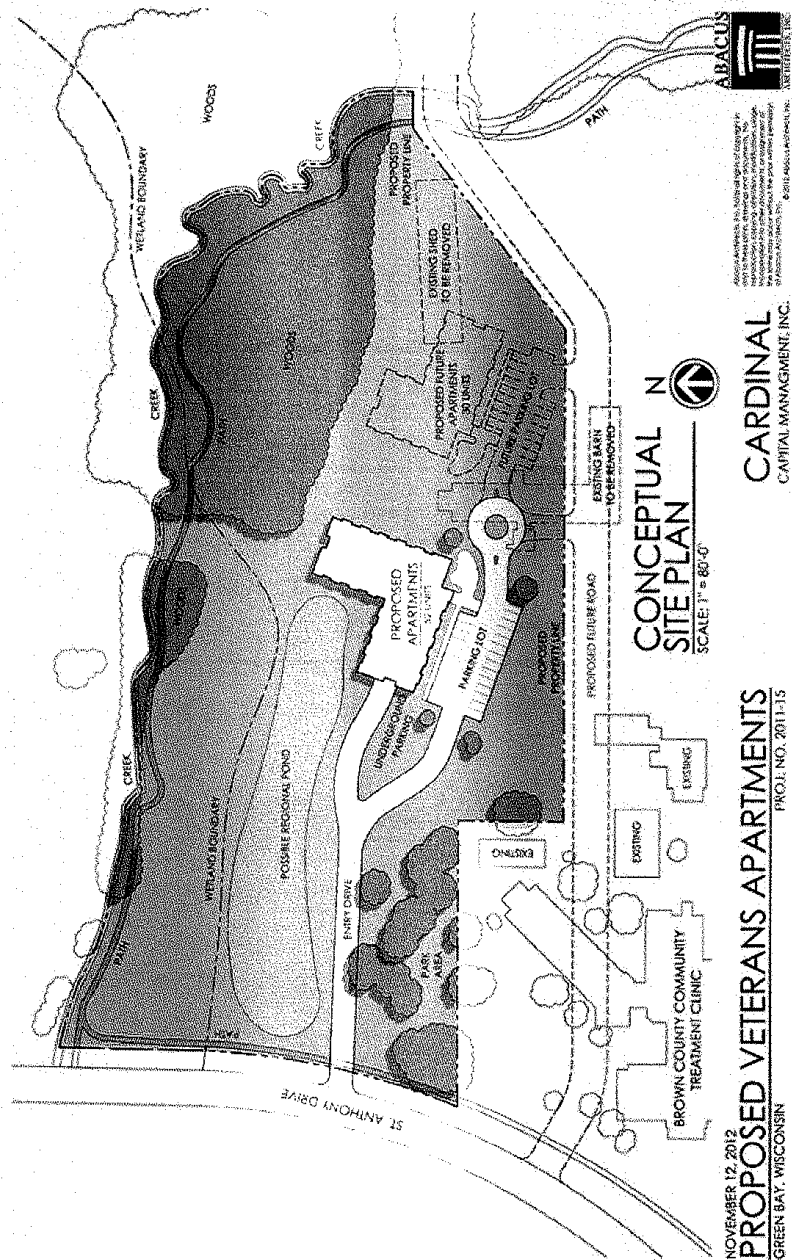
The buyer has also agreed to pay for the cost of demolition of an existing shed, and on a square footage pro-rated ownership basis, contribute to the cost of demolition of an existing barn. They have also agreed to at buyer's expense construct a regional stormwater pond in accordance with regulations of the City of Green Bay.

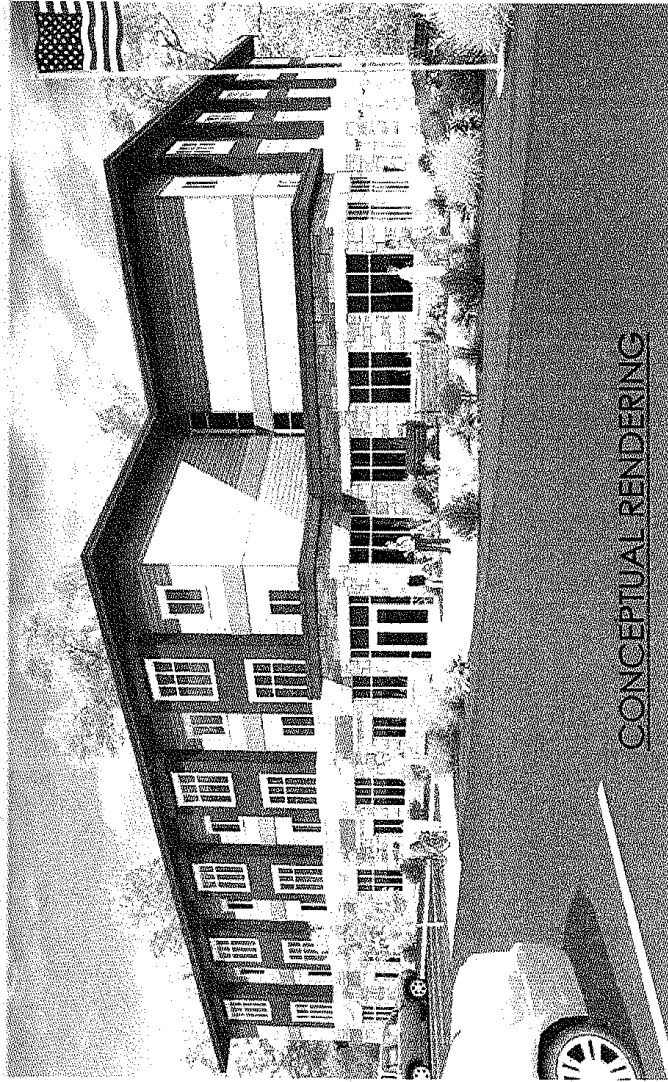
According to the subject resolution before you this evening, the money from the sale of the property shall be placed into a separate account to be committed for the purpose of building demolition, improvement and/or development of the remaining County Farm Property. Additionally, in cooperation with the City of Green Bay, taxes from the development could be captured through a tax increment finance district to contribute further toward demolition and improvement costs. Furthermore, the buyer has agreed to enter into a Payment in Lieu of Taxes (PILOT) for the life of the proposed tax increment finance district.

I hope this information is useful to you in your review of the offer to purchase.

CL:

Enclosure





ABACUS
ARCHITECTURAL
DESIGN
P.C.

CARDINAL
CAPITAL MANAGEMENT, INC.

NOVEMBER 12, 2012
PROPOSED VETERANS APARTMENTS
GREEN BAY, WISCONSIN
PROJECT NO. 2011-15

No. 8 -- OTHER REPORTS.

A motion was made by Supervisor Zima and seconded by Supervisor Nicholson **“to adopt items #8a, #8b and #8c in one vote”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8a -- TREASURER’S FINANCIAL REPORT FOR THE MONTH OF JULY 2012

BROWN COUNTY TREASURER’S FINANCIAL REPORT FOR THE MONTH OF JULY 2012

The following is a statement of the Treasurer’s Cash on Hand and in the General Account as of July 31, 2012:

Associated Bank and Chase Bank	\$30,664,991.19
Bank Mutual, Denmark State Bank & Pioneer Credit Union	\$3,621,345.52
Wisconsin Development Fund	\$0.00
Overnight Investments	\$0.00
Deposits in Transit	\$4,272,603.69
Emergency Fund	(\$62,935.68)
NSF Checks Redeposited	(\$28,426.42)
Clerk Passport Account	\$0.00
Workers Comp Acct	(\$7,422.50)
UMR Sweep Account	(\$400,172.72)
Bank Error(s)	\$0.00
Total	<u>\$38,059,983.08</u>
Less Outstanding Checks	(\$847,926.43)
Other Reconcilable Items	<u>\$0.00</u>
Balance Per County	<u>\$37,212,056.65</u>

The following is a statement of the Treasurer’s Working Capital Reserves placed in time deposits within designated Brown County public depositories for investment purposes as of July 31, 2012:

	2011	2012
Year-to-Date Interest Received	\$612,457.33	\$546,317.42
Interest Received-Current Month	<u>\$103,609.47</u>	<u>\$90,610.76</u>
Year-to-Date Interest Unrestricted Funds	<u>\$716,066.80</u>	<u>\$636,928.18</u>
 Working Capital Reserves Invested	 \$186,978,775.54	 \$162,065,796.50
Restricted Investments	<u>\$31,538,888.56</u>	<u>\$17,495,933.82</u>
Total Funds Invested	<u>\$218,517,664.10</u>	<u>\$179,561,730.32</u>
 Certificates of Deposits	 \$13,350,000.00	 \$6,095,735.00
Treas-Gov’t Agencies	\$42,982,320.73	\$48,857,679.95
Commercial Paper	\$0.00	\$14,405,463.78
Money Mkt-Pool	<u>\$162,185,343.37</u>	<u>\$110,202,851.59</u>
Total	<u>\$218,517,664.10</u>	<u>\$179,561,730.32</u>
 Rate of Return:	 0.643%	 0.596%

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the balances appearing in the "Cash on Hand and in the General Account" and "Working Capital Reserves" statements above were examined and are correct as of July 31, 2012.

\s\ Kerry M. Blaney
County Treasurer

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/26/2012

Submitted by Administration Committee:
Final draft approved by Corporation Counsel

No. 8b -- TREASURER'S FINANCIAL REPORT FOR THE MONTH OF AUGUST 2012

**BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF
AUGUST 2012**

The following is a statement of the Treasurer's Cash on Hand and in the General Account as of August 31, 2012:

Associated Bank and Chase Bank	\$9,792,773.34
Bank Mutual, Denmark State Bank & Pioneer Credit Union	\$0.00
Wisconsin Development Fund	\$0.00
Overnight Investments	\$0.00
Deposits in Transit	\$87,630.72
Emergency Fund	(\$14,369.63)
NSF Checks Redeposited	(\$28,426.42)
Clerk Passport Account	\$0.00
Workers Comp Acct	(\$12,989.70)
UMR Sweep Account	(\$471,152.74)
Bank Error(s)	\$0.00
Total	<u>\$ 9,353,465.57</u>
Less Outstanding Checks	(\$1,211,731.06)
Other Reconcilable Items	\$0.00
Balance Per County	<u>\$ 8,141,734.51</u>

The following is a statement of the Treasurer's Working Capital Reserves placed in time deposits within designated Brown County public depositories for investment purposes as of August 31, 2012:

	2011	2012
Year-to-Date Interest Received	\$552,633.60	\$636,928.18
Interest Received-Current Month	<u>\$ 59,823.73</u>	<u>\$69,624.23</u>
Year-to-Date Interest Unrestricted Funds	<u>\$612,457.33</u>	<u>\$706,552.41</u>
Working Capital Reserves Invested	\$127,099,571.03	\$127,240,522.59
Restricted Investments	<u>\$28,261,052.77</u>	<u>\$15,136,040.99</u>
Total Funds Invested	<u>\$155,360,623.80</u>	<u>\$142,376,563.58</u>

Certificates of Deposits	\$13,350,000.00	\$6,095,735.00
Treas-Gov't Agencies	\$44,892,631.51	\$48,860,721.77
Commercial Paper	\$0.00	\$0.00
Money Mkt-Pool	\$ 97,117,992.29	\$ 87,420,106.81
Total	\$155,360,623.80	\$142,376,563.58

Rate of Return: 0.606% 0.692%

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the balances appearing in the "Cash on Hand and in the General Account" and "Working Capital Reserves" statements above were examined and are correct as of August 31, 2012.

\s\ Kerry M. Blaney
County Treasurer

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/26/2012

Submitted by Administration Committee:
Final draft approved by Corporation Counsel

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/26/2012

No. 8c -- TREASURER'S FINANCIAL REPORT FOR THE MONTH OF SEPTEMBER 2012

BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF SEPTEMBER 2012

The following is a statement of the Treasurer's Cash on Hand and in the General Account as of September 30, 2012:

Associated Bank and Chase Bank	\$ 2,183,842.90
Bank Mutual, Denmark State Bank & Pioneer Credit Union	\$0.00
Wisconsin Development Fund	\$0.00
Overnight Investments	\$0.00
Deposits in Transit	\$ 263,817.28
Emergency Fund	(\$ 8,111.19)
NSF Checks Redeposited	(\$28,426.42)
Clerk Passport Account	\$0.00
Workers Comp Acct	(\$33,568.12)
UMR Sweep Account	(\$292,066.86)
Bank Error(s)	\$0.00
Total	<u>\$ 2,085,487.59</u>
Less Outstanding Checks	(\$4,090,991.95)
Other Reconcilable Items	\$0.00
Balance Per County	<u>\$(2,005,504.36)</u>

The following is a statement of the Treasurer's Working Capital Reserves placed in time deposits within designated Brown County public depositories for investment purposes as of September 30, 2012:

	2011	2012
Year-to-Date Interest Received	\$861,379.67	\$706,552.41
Interest Received-Current Month	<u>\$ 86,587.26</u>	<u>\$83,110.69</u>
Year-to-Date Interest Unrestricted Funds	\$947,966.93	\$789,663.10
Working Capital Reserves Invested	\$122,365,233.33	\$133,020,342.73
Restricted Investments	<u>\$26,721,579.41</u>	<u>\$12,947,602.27</u>
Total Funds Invested	\$149,086,812.74	\$145,967,945.00
Certificates of Deposits	\$13,350,000.00	\$6,095,735.00
Treas-Gov't Agencies	\$43,122,763.51	\$47,918,352.05
Commercial Paper	\$0.00	\$0.00
Money Mkt-Pool	<u>\$92,614,049.23</u>	<u>\$91,953,857.95</u>
Total	\$149,086,812.74	\$145,967,945.00

Rate of Return: 0.665% 0.661%

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the balances appearing in the "Cash on Hand and in the General Account" and "Working Capital Reserves" statements above were examined and are correct as of September 30, 2012.

\s\ Kerry M. Blaney
County Treasurer

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/26/2012

Submitted by Administration Committee:
Final draft approved by Corporation Counsel

No. 9 -- COMMITTEE REPORTS.

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF DECEMBER 6, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on December 6, 2012 and recommends the following motions:

1. Communication from Supervisor Sieber re: To have Information Services study how much it would cost and how long it would take to change county personnel's email address to a less complex formula. To have IS recommend a new formula for county personnel's email addresses. Receive and place on file.
2. County Clerk - Budget Status Financial Reports for September & October, 2012. Receive and place on file items 2 - 7.

3. Treasurer - Budget Status Financial Reports for September & October, 2012. See #2.
4. Treasurer's Financial Report for the Month of July, 2012. See #2.
5. Treasurer's Financial Report for the Month of August, 2012. See #2.
6. Treasurer's Financial Report for the Month of September, 2012. See #2.
7. Treasurer's Report. See #2.
8. Information Services - Budget Status Financial Reports for September & October, 2012. Receive and place on file.
9. Information Services - Budget Adjustment Request (12-89): Transfer funds from unused regular earnings available due to vacancy savings to outlay to cover equipment for audio and video. To approve items 9 & 10.
10. Information Services - RFP Project 1651 for Audio & Video Capture & Presentation Materials & Installation Services. See #9.
11. Information Services - Director's Report. Receive and place on file.
12. Child Support - Budget Status Financial Report for October, 2012. Receive and place on file items 12 & 13.
13. Child Support - Director's Report. See #12.
14. Corporation Counsel - Report on the renewal of and revision to the Inter-County Consortium Agreement between the Counties of the Bay Workforce Development Area in Wisconsin. To have a resolution created for full County Board for approval of new version of Inter County Consortium Agreement between the Counties of the Bay Workforce Development Area in Wisconsin. See Resolutions, Ordinances December County Board.
15. Human Resources - Budget Status Financial Reports for September & October, 2012. Receive and place on file items 15, 16 & 17.
16. Human Resources - Activity Report for October, 2012. See #15.
17. Human Resources - Director's Report. See #15.
18. Dept of Admin - Budget Status Financial Report for October, 2012. Receive and place on file.
19. Dept of Admin - Countywide Financial Analysis as of September, 2012. Receive and place on file.
20. Dept of Admin - 2012 Budget Adjustment Log. Receive and place on file.
21. Dept of Admin - Budget Adjustment Request (12-101): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund). To approve.
22. Dept of Admin - Budget Adjustment Request (12-116): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund). To approve.
23. Dept of Admin - Ordinance to Amend Sections 2.05(15) and 3.12 of the Brown County Code Entitled, Respectively, as "Committees of the County Board" and "Grant Application Approval". To approve. See Resolutions, Ordinances December County Board.
24. Dept of Admin - Ordinance re: Creating Section 3.35 of the Brown County Code Entitled "Purchasing Ordinance". To hold for one month. See Resolutions, Ordinances December County Board.
25. Dept of Admin - Director's Report. Receive and place on file.
26. Closed Session for discussion and possible action regarding an Offer to Purchase from Cardinal Capital Management, Inc., and/or its Assigns, approximately eight acres of Brown County owned land (part of a larger parcel known as Parcel # 21-283 and #21-282) pursuant to Wis. Stat. § 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."

- i. Enter into closed session.
 - ii. Return to regular order of business.
 - iii. No action taken.
27. Audit of bills. To pay the bills.

A motion was made by Supervisor Nicholson and seconded by Supervisor Dantine **“to adopt”**. Supervisor Dantine requested Item #21 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #21 -- Dept. of Admin – Budget Adjustment Request (12-101): Interdepartmental reallocation or adjustment (including reallocation from the County’s General Fund). COMMITTEE ACTION: To approve.

Supervisor Dantine questioned how much money was being taken out of the General Fund. It was stated \$90,000. Museum Director Rolf Johnson explained revenues did not meet expectations, therefore he asked for these dollars.

Supervisor Fewell arrived at 6:40 p.m.

Following discussion, a motion was made by Supervisor Wetzel and seconded by Supervisor Sieber **“to adopt Item #21”**. Voice vote taken. Motion carried with Supervisor Kaster voting nay.

No. 9b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF DECEMBER 6, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on December 6, 2012 and recommends the following:

1. Review Minutes of:
 - a. Library Board (September 20, 2012 & October 18, 2012). Receive and place on file.
2. Communication from Supervisor Zima re: That the Education & Recreation Committee and the Library Board establish a reciprocity agreement with surrounding counties for library service; and further that any bills for library services be withdrawn with an apology from our library director. Receive and place on file.
3. Communication from Supervisor Wetzel re: Review Brown County Golf Course obligation to the General Fund, with possible action. Hold until January meeting.
4. Communication from Supervisor Hopp re: Request the Library Board review their policy regarding the holding of “R” rated videos within their collection; and justify that policy before the Education & Recreation Committee. To have the Library Director forward the policy to Supervisor Hopp and receive and place on file this item.
5. Library - Budget Status Financial Reports for September and October, 2012. Receive and place on file.
6. Library - Budget Adjustment Request (12-97): Increase in expenses with offsetting increase in revenue.

- i. To suspend the rules to take items 6 & 7 together.
 - ii. To approve items 6 & 7.
- 7. Library - Budget Adjustment Request (12-118): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund). See #6.
- 8. Library - Energy Conservation Report. Receive and place on file.
- 9. Library - September & October, 2012 Library Reports. Receive and place on file.
- 10. Library - Director's Report. Receive and place on file.
- 11. Golf Course - Budget Status Financial Report for October, 2012. Receive and place on file.
- 12. Golf Course Financial Statistics as of November, 2012. Receive and place on file.
- 13. Golf Course - Discussion with possible Closed Session on the Approval of a one year contract extension for Golf Course Restaurant Lease.
 - a. Closed Session: Section 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, wherever competitive or bargaining reasons require a closed session. To approve the one year extension with the existing vendor.
- 14. Golf Course - Discussion and Approval of Golf Course Outing Rates. To approve the new golf course outing rates.
- 15. Golf Course - Superintendent's Report. Receive and place on file.
- 16. Museum - Budget Status Financial Report for October, 2012. Receive and place on file.
- 17. Museum - Budget Adjustment Request (12-101): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund). To approve.
- 18. Museum - Year-To-Date Gate Revenue Total – Comparison. Receive and place on file.
- 19. Museum - Sales Reports. Receive and place on file.
- 20. Museum - Director's Report. Receive and place on file.
- 21. Parks Budget Status Financial Report for October, 2012. Receive and place on file.
- 22. Parks - Grant Application Review (12-10): Cellcom Green Gift. Receive and place on file.
- 23. Parks - Resolution to approve a consent to easement for a non-exclusive drainage ditch easement between the Wisconsin Department of Natural Resources and Wisconsin Department of Transportation. To approve. See Resolutions, Ordinances December County Board.
- 24. Park Management Director's Report. Receive and place on file.
- 25. NEW Zoo Budget Status Financial Report for October, 2012. Receive and place on file.
- 26. NEW Zoo - Budget Adjustment Request (12-104): Increase in expenses with offsetting increase in revenue.
 - i. To suspend the rules to take 26, 27 and 28 together.
 - ii. To approve.
- 27. NEW Zoo - Budget Adjustment Request (12-112): Increase in expenses with offsetting increase in revenue. See #26.
- 28. NEW Zoo - Budget Adjustment Request (12-113): Increase in expenses with offsetting increase in revenue. See #26.
- 29. NEW Zoo - Budget Adjustment Request (12-116): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund). To delete item 29 from the agenda.
- 30. NEW Zoo Monthly Activity Report for November, 2012.
 - a. Operations Report for October, 2012.
 - i. Admissions, Revenue, Attendance Report.
 - ii. Gift Shop, Mayan Zoo Pass Revenue Report. Receive and place on file.
 - b. NEW Zoo Education & Volunteer Programs Report. Receive and place on file.

- c. NEW Zoo Animal Collection Reports for October & November, 2012. Receive and place on file.
- d. NEW Zoo Maintenance Report for October, 2012. Receive and place on file.
- e. NEW Zoo Director's Report. Receive and place on file.
- 31. Resch Centre/Arena/Shopko Hall - Complex Attendance for the Brown County Veterans Memorial Complex for September, 2012. Receive and place on file.
- 32. Audit of bills. To hold.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Wetzel "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF DECEMBER 10, 2012

TO THE MEMBERS OF THE BROWN COUNTY BOARD
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on December 10, 2012 and recommends the following motions:

- 1. Communication from Supervisor Dantine re: To change the Land Conservation Subcommittee to a Committee. To refer to Corporation Counsel to review the structure, autonomy, etc.
- 2. Communication from Supervisor Vander Leest re: Request lower cost alternatives to bring greater access to Brown County citizens of County government meetings. To refer to Information Services. Passed: 5 to 3.
- 3. Communication from Supervisor Vander Leest re: Request to pass a resolution to the WI Legislature and Governor Walker requesting additional State funding for Assistant District Attorney Positions. This resolution would be sent to other Wisconsin Counties. To submit the resolution provided to Corporation Counsel to have it put in Brown County form for the December County Board meeting. See resolutions, ordinances December County Board.
- 4. Communication from Supervisor Williams re: To change the starting time of the County Board meeting from the current 7 p.m. to 6 p.m. hereafter. Receive and place on file.
- 5. Communication from Supervisor Hopp re: Request the monthly minutes of the Lean Steering Committee be entered into the record of the Executive Committee. Hold until January meeting. See #9, Items 6, 7, 8 & 9 were taken together.
- 6. Communication from Supervisor Robinson re: That all Board Committee Budget Meetings have public comments as an agenda item starting in 2013.
- 7. Communication from Supervisor Robinson re: All Board Committees make an opportunity for public comment on issues not on the agenda a regular part of each meeting agenda, as the full Board agenda does.
- 8. Communication from Supervisor Robinson re: Clarification of RFP process and the Board's participation including 1) A written policy of when the Board has final approval of agreements through RFP process and 2) A policy that a resolution for approval of an RFP by the Board clearly indicates whether the awarding of the agreement comes back to the full Board for approval.

9. Communication from Supervisor Robinson re: That the County Board establish a policy stating a minimum fund balance for unrestricted funds in all enterprises and special funds, departments, etc. To hold items 6, 7, 8 and 9 until January meeting.
10. Communication from Supervisor Moynihan re: Request approval of amending Brown County Code of Ordinances 2.13 (5)(f) to delete "and discuss pertinent to the subject matter". To hold until January
11. Communication from Supervisor Buckley re: Review what is the work week for the 24/7 Employees. To hold until January meeting.
12. Legal Bills - Review and Possible Action on Legal Bills to be paid. To pay the legal bills.
13. Referred from October 8, 2012 Exec Cmte Mtg - Discussion of the Chapter 4 modifications and the effects on departments that operate 24hours per day, seven days per week. To have a quarterly report for the 911 Communication Center.
14. County Executive Report. Receive and place on file.
15. Internal Auditor Report.
 - a) Budget Status Financial Report for October, 2012. Receive and place on file.
 - b) 2013 Audit Plan. To approve.
16. Energy Oversight Committee.
 - a) Request for Proposals (RFP) Energy Consulting Services Project 1628. To approve.

See #22, Items 17, 18, 19, 20, 21 & 22 were taken together.
17. Vacant Budgeted Positions - District Attorney – Clerk/Typist I, Vacated on 11/21/12
18. Vacant Budgeted Positions - Human Services/CTC – Clinical Social Worker/Pro Counselor/Case Manager, Vacated on 11/25/12.
19. Vacant Budgeted Positions - Human Services/CTC – Medical Transcriptionist, Vacated on 10/06/11.
20. Vacant Budgeted Positions - Human Services – Accountant Supervisor, Vacated on 11/27/12.
21. Vacant Budgeted Positions - Information Services – IS Client Support Specialist, Vacated on 11/11/12.
22. Vacant Budgeted Positions - Public Works/Facility Management – Housekeeper I, Vacated on 11/05/12.
 - i. To suspend the rules to take 17-22 together.
 - ii. To approve 17-22.
23. Resolution re: Change in Table of Organization Land and Water Conservation Technician LTE. To approve. See Resolutions, Ordinances December County Board.
24. Ordinance to Amend Sections 2.05(15) and 3.12 of the Brown County Code Entitled, Respectively, as "Committees of the County Board" and "Grant Application Approval". To approve. See Resolutions, Ordinances December County Board.
25. Discussion and Possible Action re: Contract Negotiations.
 - a) Closed Session pursuant to Wis. Stats. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. *See #26*
26. Discussion and Possible Action re: an Offer to Purchase from Cardinal Capital Management, Inc., and/or its Assigns, approximately eight acres of Brown County owned land (part of a larger parcel known as Parcel # 21-283 and #21-282).
 - a) Closed Session pursuant to Wis. Stat. § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

- i. To enter into closed session. Passed 6 to 1.
- ii. To return to regular order of business.
- iii. To approve offer to purchase.

A motion was made by Supervisor Nicholson and seconded by Supervisor Sieber “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF NOVEMBER 28, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on November 28, 2012 and recommends the following motions:

1. Review Minutes of:
 - a) Aging & Disability Resource Center of Brown County Board (October 25, 2012).
 - b) Aging & Disability Resource Center of Brown County Personnel and Policy Cmte (October 25, 2012).
 - c) NE Wisconsin Family Care Board of Directors (September 7, 2012)
 - d) Veterans Recognition Subcommittee (October 16, 2012).
 - i. To suspend the rules and take Items 1a-d together.
 - ii. Receive and place on file Items 1 a-d.
2. Communication from Supervisor Sieber re: To direct the Human Services Department to work with the National Association of Counties (NACo) in promoting the NACo Prescription Discount Card Program to Brown County residents, non-profits and other Brown County Departments and to authorize the County Executive or his staff to sign Brown County up for the \$1 marketing reimbursement fee option. Receive and place on file.
3. Health Department - Recommendation to Amend Chapter 38 Public Nuisance Ordinance, (4)(2)(a)(ii) Odor Violations to change the number of verifiable complaints that would initiate a citation from (the current) three (3) to two (2) verifiable complaints. To place this item on the next Human Services meeting agenda.
4. Human Services Dept - Executive Director's Report. Receive and place on file.
5. Human Services Dept - Resolution re: To Authorize the Use of Placement in a Juvenile Detention Facility as a Disposition under Wis. Stat. § 938.34. To approve. See Resolutions, Ordinances December County Board.
6. Human Services Dept - Mental Health Clinic Waitlist Reduction Strategy. To approve strategy.
7. Human Services Dept - Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
8. Human Services Dept - Statistical Reports.
 - a) Monthly Inpatient Data – Community Treatment Center.
 - b) Monthly Inpatient Data – Bellin Psychiatric Center.
 - c) Child Protection – Child Abuse/Neglect Report.
 - d) Monthly Contract Update. Receive and place on file Items 8 a, b, c, & d.

9. Human Services Dept - Approval for New Non-Continuous Vendor. To approve.
10. Human Services Dept - Request for New Vendor Contract. To approve.
11. Audit of bills. To pay the bills.

A motion was made by Supervisor La Violette and seconded by Supervisor Robinson “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9e -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE OF NOVEMBER 26, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session on November 26, 2012 and recommends the following motions.

1. Review minutes of:
 - a. Facility Master Plan Subcommittee (October 18, 2012).
 - b. Harbor Commission (July 23, 2012).
 - i. To suspend the rules to take 1a & 1b together.
 - ii. Receive and place on file 1a & 1b.
2. Communication from Supervisor Vander Leest re: Request by the MacArthur Heights Neighborhood Association to lower the speed limit on Hazelwood Lane from Packerland Drive to Wood Lane; also complete a traffic study of Packerland Drive to be complete to review average speed, traffic count and semi-trailer usage. To send the Hazelwood portion of this request related to reduction in speed limit from Packerland Drive to Wood Lane to staff with a request to come back to the next regular meeting of this committee with a recommendation.
3. Communication from Supervisor Seiber re: To use the appropriate process to get an updated cost estimate for hazardous material abatement, recycling and demolition of the old Mental Health Center. To take items 3 & 4 together.
4. Communication from Supervisor Sieber re: Allocate up to \$2 million for the demolition, recycling and hazardous materials abatement for the old Mental Health Center located on St. Anthony Dr. in Green Bay. To hold further discussion until the next regular PD&T meeting. Passed 4 to 1.
5. UW-Extension - Budget Adjustment Request (12-96): Increase in expenses with offsetting increase in revenue. To approve.
6. Register of Deeds - Budget Status Financial Report for September, 2012. Receive and place on file.
7. Register of Deeds - Support Legislation to Require Recording of Mortgage Assignments. To approve.
8. Port & Solid Waste - WI Coastal Management Grant Application – Request for Approval. See #9.
9. Port & Solid Waste - Grant Application Review (12-11): Wisconsin Commercial Ports Master Plan. To approve 8 & 9.
10. Port & Solid Waste - Budget Adjustment Request (12-105): Increase in expenses with offsetting increase in revenue. To approve.

11. Port & Solid Waste - Director's Report. Receive and place on file.
12. Public Works – Facility Management - Summary of Operations. Receive and place on file.
13. Public Works – Facility Management - Director's Report. Receive and place on file.
14. Airport - Budget Status Financial Report for September, 2012. Receive and place on file.
15. Airport - Director's Report. Receive and place on file.
16. Zoning - Budget Status Financial Report for September, 2012. See #17.
17. Property Listing - Budget Status Financial Report for September, 2012. Receive and place on file #'s 16 & 17.
18. Planning Commission - Budget Status Financial Report for September, 2012. Receive and place on file.
19. Planning Commission - Convene in Closed Session for discussion and possible action regarding an Offer to Purchase from Cardinal Capital Management, Inc., and/or its Assigns, approximately eight acres of Brown County owned land (part of a larger parcel known as Parcel # 21-283) pursuant to Wis. Stat. § 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." Enter into closed session.
20. Planning Commission - Reconvene in Open Session for Possible Action following the Closed Session. Return to open session to approve the offer to purchase and to advance it to Administration Committee, Executive Committee and to the County Board.
21. Audit of bills. To pay the bills.

A motion was made by Supervisor Dantine and seconded by Supervisor Erickson **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9e(i) -- REPORT OF LAND CONSERVATION SUBCOMMITTEE OF NOVEMBER 26, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The LAND CONSERVATION SUB COMMITTEE met in regular session on November 26, 2012 and recommends the following motions.

1. Resolution re: Change in Table of Organization Land and Water Conservation Technician LTE. To approve. See Resolutions, Ordinances December County Board.
2. Budget Adjustment Request (12-103): West Shore Pike Habitat Project. To approve.
3. Budget Adjustment Request (12-111): Baird Creek Buffer Project. To approve.
4. Land and Water Conservation Department Budget Update October 2012. Receive and place on file.

A motion was made by Supervisor Sieber and seconded by Supervisor Kaster **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9f -- REPORT OF PUBLIC SAFETY COMMITTEE OF DECEMBER 5, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on December 5, 2012 and recommends the following motions.

1. Review Minutes of:
 - a. Criminal Justice Coordinating Board (September 25, 2012).
 - b. Fire Investigation Task Force General Membership (September 6, 2012).To take Items 1a & b together and receive and place on file.
2. Communication from Supervisor Buckley re: Would like Mr. Miller from the Airport to come to Public Safety Committee and give an update on funding for the Sheriff's Deputy to be stationed at the Airport. To hold for one month and add a closed session to the agenda to discuss further.
3. Communication from Supervisor Nicholson re: Request the District Attorney of Brown County to review the State Statutes criteria on placement of sexual predators with possible action. To hold for one month.
4. Communication from Supervisor Buckley re: Review what is the work week for the 24/7 Employees. To combine Item 4 with Item 7a.
5. Communication from Supervisor De Wane re: To hire another prosecutor for the Drug Task Force to clean up huge back log.
 - i. To allocate \$150,000 from the general fund for contracted help.
 - ii. To have board staff contact State Representatives to set up a meeting.
6. Public Safety Communications - Budget Status Financial Reports for September & October, 2012. Receive and place on file.
7. Public Safety Communications - Director's Report. Receive and place on file.
- 7a. Public Safety Communications - Report on the Brown County Public Safety Communications Center. To hold for one month.
8. Sheriff - Budget Status Financial Report for October, 2012. Receive and place on file.
9. Sheriff - Budget Adjustment Request (12-100): Increase in expenses with offsetting increase in revenue. To approve.
10. Sheriff - Budget Adjustment Request (12-102): Increase in expenses with offsetting increase in revenue. To approve.
11. Sheriff - Budget Adjustment Request (12-110): Increase in expenses with offsetting increase in revenue. To approve.
12. Sheriff - Budget Adjustment Request (12-117): Increase in expenses with offsetting increase in revenue. To approve.
13. Sheriff - Key Factor Report through October, 2012. Receive and place on file.
14. Sheriff - Jail Average Daily Population by Month and Type for the Calendar Year 2012. Receive and place on file.
15. Sheriff - Resolution re: 2013 County-Tribal Law Enforcement Grant. To approve. See Resolutions, Ordinances December County Board.
16. Sheriff - Resolution for Approval of Police Service Contract with Village of Howard. To approve. See Resolutions, Ordinances December County Board.
17. Sheriff - Resolution for Approval of Police Service Contract with Village of Suamico. To approve. See Resolutions, Ordinances December County Board.

- 17a. Sheriff - Resolution to Authorize the use of placement in a Juvenile Detention Facility Jail as a Disposition under Wis. Stat. §938.34. To approve.
18. Sheriff - Sheriff's Report. Receive and place on file.
19. Circuit Courts, Commissioners, Probate - Budget Status Financial Reports for September & October, 2012. To take Items 19, 20 & 21 together and receive and place on file.
20. Clerk of Courts - Budget Status Financial Report for October, 2012. See #19.
21. Medical Examiner - 2012 Brown County Medical Examiner Activity Spreadsheet. See #19.
22. Audit of bills. To approve.

A motion was made by Supervisor Nicholson and seconded by Supervisor Buckley **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 10 -- Resolutions, Ordinances:

No. 10a -- TAKEN OUT OF ORDER AFTER ITEM #7B.

No. 10b -- RESOLUTION REQUESTING GOVERNOR WALKER ADD ADDITIONAL FUNDING IN THE 2013-2015 BUDGET FOR ASSISTANT DISTRICT ATTORNEY POSITIONS ACROSS THE STATE OF WISCONSIN RELATING TO REQUESTING THAT THE GOVERNOR AND ALL ELECTED REPRESENTATIVES IN THE WISCONSIN STATE LEGISLATURE INCREASE FUNDING FOR ASSISTANT DISTRICT ATTORNEY STAFFING POSITIONS

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, there are significant increases in the number of Drug Task Force cases and significant increases in the number of Fraud prevention and investigation cases relating to Wisconsin's FoodShare Program; and

WHEREAS, this has resulted in a backlog of approximately 1000 related Drug Task Force Cases alone for 2011 and 2012 in Brown County; and

WHEREAS, the percentage of cases that may not have a drug description, but are drug related because crimes are drug induced, has vastly increased in the neighborhood of 60-70%; and

WHEREAS, Brown County's Anti-Fraud Prevention and Investigation has resulted in a savings of \$480,395 and uncovered \$923,609 in potentially recoverable overpayments during its first full year of operation for the State in 2011; and

WHEREAS, Brown County is currently staffed at 50% according to the State of Wisconsin's own independent audit due to funding. Overall, Wisconsin needs another 215 full time equivalent prosecutors; and

WHEREAS, the prosecutor shortage that is driven by state budget constraints is making it harder for existing prosecutors to do their job.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors, does hereby urge the Governor of the State of Wisconsin and all elected representatives in the Wisconsin State Legislature to ~~fund~~ urgently fund the number of Assistant District Attorney positions recommended for our county by the State's Study ** for the further prosecution of these crimes and reject further cuts to this invaluable service.

Respectfully submitted,
EXECUTIVE COMMITTEE

FISCAL IMPACT: This resolution does not require an appropriation from the general fund.

**** This amendment was approved by the County Board on 12/19/2012.**

A motion was made by Supervisor Zima and seconded by Supervisor Evans **"to adopt"**.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Evans **"to fund 4 Assistant District Attorney positions for the further prosecution of these crimes and reject further cuts to this invaluable service."** A copy of this resolution would be sent to all Wisconsin Counties to determine their respective needs.

A motion was made by Supervisor Robinson and seconded by Supervisor La Violette **"to amend the last paragraph in the Resolution to read: after "Legislature" by changing to read 'urgently fund the number of Assistant District Attorney positions recommended for our county by the State's Study for the further prosecution of these crimes and reject further cuts to this invaluable service'."** Voice vote taken. Motion carried.

A motion was made by Supervisor Zima and seconded by Supervisor Robinson **"to adopt the resolution as amended"**. Voice vote taken. Motion carried with Supervisor Vander Leest voting nay.

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/26/2012

No. 10c -- RESOLUTION AUTHORIZING THE AMENDING OF A TEMPORARY LIMITED EASEMENT AND INDEMNIFICATION AGREEMENT TO THE CITY OF DE PERE, WISCONSIN

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, in 2005, the City of DePere requested, and was granted, a Temporary Limited Easement from Brown County, Wisconsin for the purpose of construction of a water main and meter station on Brown County Property, located at 1250 Erie Street, DePere, Wisconsin, ("Property") as part of De Pere's participation in the Central Brown County Water Authority ("CBCWA"); and

WHEREAS, in granting the Temporary Limited Easement to the City of DePere, which was recorded in the Register of Deeds Office as Document No. 2188023, on May 4, 2005, Brown County required the City of DePere to enter into an Indemnification Agreement, which was recorded in the Register of Deeds Office as Document No. 2187990, on May 4, 2005; and

WHEREAS, the City of DePere was obligated by contract with CBCWA to provide an easement to CBCWA for CBCWA's pipeline on the Property; and

WHEREAS, the City of DePere is requesting an amendment to the Temporary Limited Easement Brown County granted to it in 2005, in order to comply with their contract obligation to grant an easement to CBCWA on the Property; and

WHEREAS, the Temporary Limited Easement attached is amended to authorize the City of DePere to grant an easement to CBCWA for the limited purpose of allowing CBCWA to maintain a pipeline on the Property in connection with the CBCWA, and the Indemnification Agreement attached is amended to include the CBCWA's pipeline.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors approve the granting of the Amended Temporary Limited Easement to the City of DePere, Wisconsin, to include authorization to the City of DePere to grant an easement to CBCWA for the limited purpose of maintaining the CBCWA's pipeline on the Property; and

BE IT FURTHER RESOLVED, that the City of DePere enter into the Amended Indemnification Agreement to include the CBCWA's pipeline.

Respectfully submitted,
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the general fund.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Clancy **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/26/2012

Attachments to Resolution #10c

on the following pages



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Tx:40095675

Document No.
Exempt from fee s. 77.25 (2r)

**AMENDED TEMPORARY
LIMITED EASEMENT**

2608432

CATHY WILLIQUETTE LINDSAY
BROWN COUNTY RECORDER
GREEN BAY, WI
RECORDED ON
01/03/2013 2:01 PM
REC FEE: 38.00
EXEMPT #
PAGES: 3

THIS EASEMENT, amends and replaces, the Temporary Limited Easement granted by Brown County, Wisconsin, Grantor, on April 4, 2005, filed with the Brown County Register of Deeds Office as document No. 2188023, recorded on May 4, 2005 at 3:51:30PM, conveying a temporary limited easement as described below, and attached as Exhibit "A" to the City of De Pere, Wisconsin, Grantee. The undersigned owner of the following described property and Grantors herein, for good and valuable consideration, the receipt and sufficiency of which are acknowledged do hereby convey a "temporary limited easement" to the City of De Pere, for the purposes of construction of a water main and meter station, as long as required for such purpose, and to further grant the City of De Pere the right to assign an easement to Central Brown County Water Authority ("CBCWA") for the limited purpose of maintaining its pipeline on the described property as it relates to the City of De Pere and the CBCWA. The property is described as follows:

Return to:

JS
Brown County Corporation Counsel
305 E. Walnut Street
Green Bay, WI 54303

Legal Description:

Being a part of Government Lot 1, Section 27, T23N, R20E, City of De Pere, Brown County, Wisconsin said tract is described as follows:

Commencing at the southwest corner of lot 1, 6 CSM 325 Map #1572. Said corner also being the point of beginning of this description; thence N78° 26' 00"E 86.42 feet; thence S0° 12' 09"W, 160.88 feet; thence S89° 48' 57"W, 53.94 feet; thence N11° 51' 01"W, 146.85 feet to the point of beginning of this description.

Said parcel contains 0.245 acres or 10,684 square feet of land more or less.

This Easement is subject to the following conditions:

1.) Use. That the Grantee, and its assignee, shall have the right to use and occupy the above described property, provided that such use does not interfere with the operation of the highway, for Grantee's and/or assignee's construction, reconstruction, maintenance, operation and/or removal of a water main, meter station and/or water pipeline that may from time to time be required with the right of ingress and egress for the purpose of this grant over the Easement Area.

2.) Adjacent Land Use. That the Grantee, and its assignee, shall have the right of access to lands adjacent thereto for purposes incidental to the construction of said water main.

3.) Restoration. That the Grantee, and its assignee, shall restore the above described property to its original condition or as close thereto as possible, and further, shall provide adequate compensation in the unlikely event that above described property is damaged due to the negligence of Grantee, or its assignee, their employees, agents or officials.

10C

4.) **Indemnification.** That the Indemnification Agreement entered into between the Grantor and Grantee recorded at the Brown County Register of Deeds office on May 4, 2005, at 2:50:50PM, as Document Number 2187990 shall be amended to reflect the terms of this Amended Temporary Limited Easement.

5.) **Assignment.** That the Grantee, City of De Pere, shall not grant its assignee, CBCWA, greater rights than have been granted to City of De Pere by Brown County under this Amended Temporary Limited Easement.

6.) **Termination.** This Easement is to terminate as to all parties at such time the water main and meter station are no longer needed at this location.

IN WITNESS WHEREOF, the said Grantor having caused these present to be signed and their seal affixed this 3rd day of January ~~2012~~ 2013.

BROWN COUNTY, STATE OF WISCONSIN (grantor)

BY: Sandra L. Jyno
Signature
Name: Sandra L. Jyno
Title: Chief Deputy County Clerk

BY: [Signature]
Signature
Name: Troy Streckenbach
Title: Brown County Executive

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF BROWN

This instrument was acknowledged before me on 3 day of January ²⁰¹³ ~~2012~~ by the above named party(ies) for Brown County, Wisconsin.

Susan M. Gottfried

Notary Public, State of Wisconsin
My commission expires: 7-19-2015

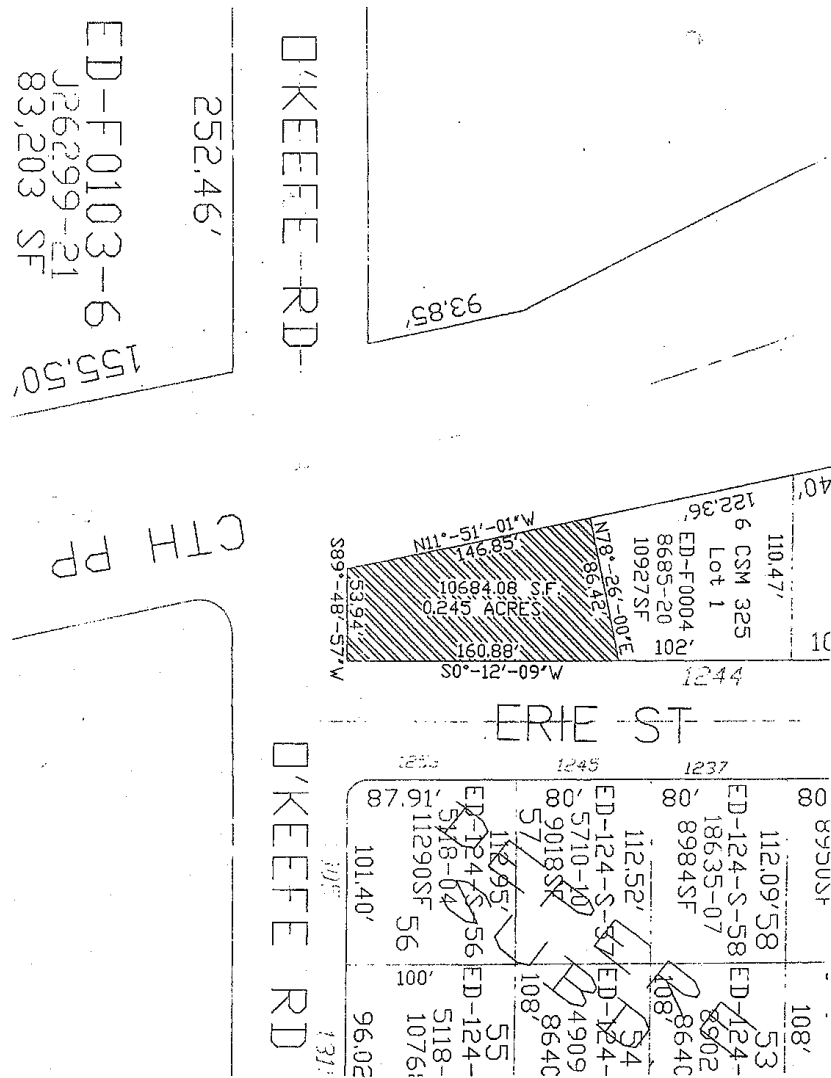


This document was drafted by: Juliana M. Ruenzel, Brown County Corporation Counsel

10C

(Legal description of Property)

Said parcel contains 0.245 acres or 10,684 square feet of land more or less.





8 0 1 3 7 9 3 1
Tx: 40095675

Document No.

AMENDED INDEMNIFICATION AGREEMENT

2608431
CATHY WILLIQUETTE LINDSAY
BROWN COUNTY RECORDER
GREEN BAY, WI
RECORDED ON
01/03/2013 2:01 PM
REC FEE: 30.00
EXEMPT #
PAGES: 2

THIS AGREEMENT made by Brown County and the City of De Pere, Wisconsin is to amend and replace the indemnification Agreement recorded in Brown County Register of Deeds Office, document No. 2187990 on May 5, 2005 at 2:50:50PM.

WE, THE UNDERSIGNED, in consideration of the mutual promises by and between the parties hereto, hereby agree to indemnify and hold harmless, Brown County, Brown County Highway Department and its agencies, officials, and employees from any and all claims which may arise from the construction of a water main, meter station and pipeline upon the parcel of real estate granted to Brown County for highway purposes as set forth in the attached map, Exhibit "A"; and

WE FURTHER AGREE, and it is understood, that the City of De Pere grant this indemnification to Brown County, Brown County Highway Department, and its agencies, officials and employees for any claims of whatever nature, including but not or pipeline with the understanding that they have caused said water main, meter station or pipeline to be placed in their present location and that they further understand any risks inherent in the placement of said water main, meter station and/or pipeline to third parties who may assert claims for property damages, personal injury or death based on negligence against Brown County as landowner, because of location of said water main, meter station and/or pipeline and further that the City of De Pere hereby acknowledges that they are assuming the financial liability for such risks which third parties may assert for personal injury, death and/or property damages due to the negligence or other claims as to the placement or location of said water main, meter station and/or pipeline; and

WE FURTHER AGREE that the above is a condition for Brown County approval of a Temporary Limited Utility Easement for Brown County owned property used for highway purposes as set forth on the attached map, Exhibit "A"; and

WE FURTHER AGREE that this agreement and the obligations of the City of De Pere apply to and bind their personal representatives, successors and assigns.

BROWN COUNTY, STATE OF WISCONSIN (Grantor)

BY: Sandra L. Jungs
Name: Sandra L. Jungs Title: Chief Deputy County Clerk
BY: TPR Steve Kenelrich
Name: TPR Steve Kenelrich Title: Brown County Executive

CITY OF DE PERE, STATE OF WISCONSIN (Grantee)

BY: Michael J. Walsh
Name: Michael J. Walsh Title: Mayor
BY: Shana L. Defnet
Name: Shana L. Defnet Title: Clerk-Treasurer

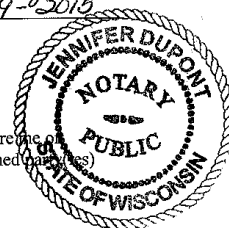
ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF BROWN
This instrument was acknowledged before me on
3 day of Jan. 2013, by the named party(ies)
for Brown County, Wisconsin.

Notary Public, State of Wisconsin
Susan M. Gottfried
My commission (expires) (is) 7-19-2015

STATE OF WISCONSIN
COUNTY OF BROWN
This instrument was acknowledged before me on
20 day of December 2012, by the named party(ies)
for the City of De Pere, Wisconsin.

Notary Public, State of Wisconsin
Jennifer Dupont
My commission (expires) (is) 5/15/16
Jennifer Dupont



Drafted by: Juliana M. Ruenzel, Brown Co. Corp. Counsel

EXHIBIT A

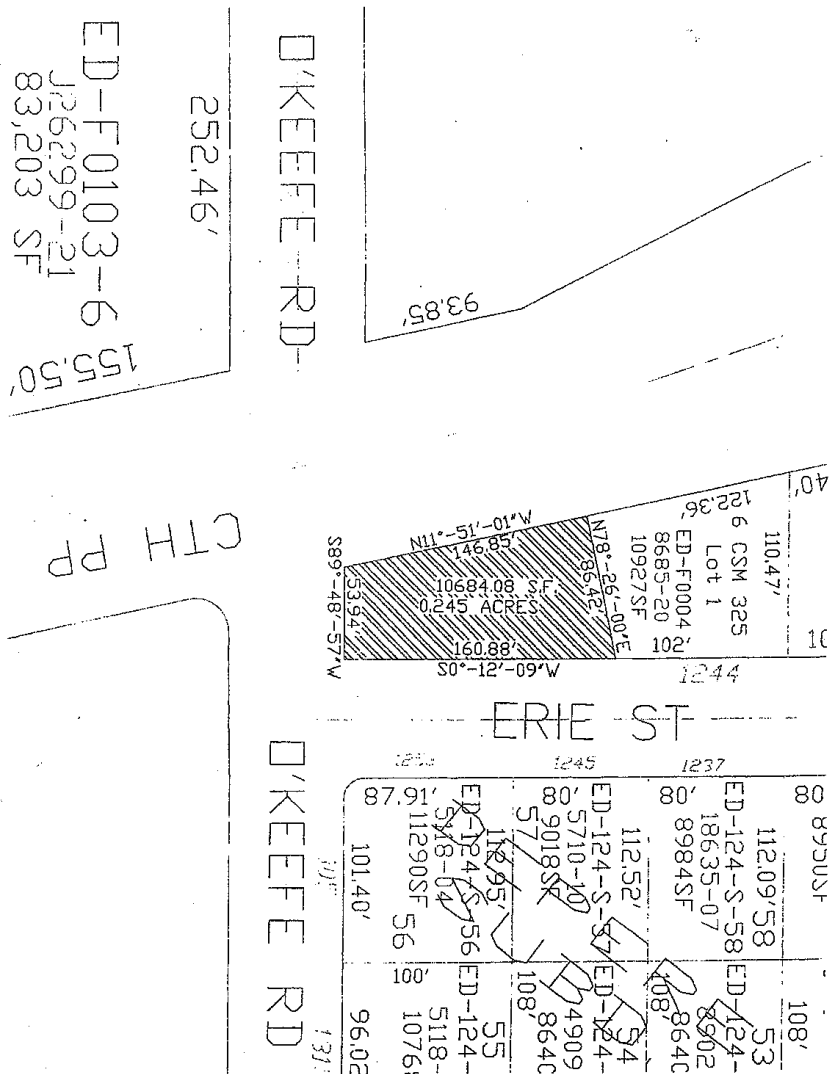
(Legal description of Property)

LEGAL DESCRIPTION:

Being a part of Government Lot 1, Section 27, T23N, R20E, City of DePere, Brown County, Wisconsin, said tract is described as follows:

Commencing at the southwest corner of Lot 1, 6 CSM 325, Map #1572, said corner also being the point of beginning of this description; thence N78° 26' 00"E, 86.42 feet; thence S 0° 12', 09"W, 160.88 feet; thence S89° 48' 57"W, 53.94 feet; thence N 11° 51' 01"W, 146.85 feet to the point of beginning.

Said parcel contains 0.245 acres or 10,684 square feet of land more or less.



No. 10d -- **RESOLUTION RE: AUTHORITY TO EXECUTE A 2013 LABOR AGREEMENT
WITH THE BROWN COUNTY SHERIFF'S DEPARTMENT SUPERVISORY
EMPLOYEES**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

BE IT RESOLVED, by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Sheriff's Department Supervisory Employees, effective January 1, 2013, which agreement shall provide the following major changes from the 2012 labor agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

**2013
BROWN COUNTY SHERIFF'S DEPARTMENT
SUPERVISORY LABOR CONTRACT**

1. ARTICLE 10 – SALARIES

2013 – 0% Increase

Shift Pay Differential. All members of the Bargaining Unit shall be paid a shift differential for hours actually worked between ~~5:00 pm~~ 3:00 p.m. ** and 7:00 am as follows:

5:00 pm – 11:00 pm	\$0.37 per hour
<u>3:00 pm – 11:00 pm</u>	<u>\$0.55 per hour</u>
11:00 pm – 7:00 am	\$0.75 per hour

** Amended as per the County Board on 12/19/2012.

2. ARTICLE 13 – CLOTHING ALLOWANCE

Each employee of the Brown County Sheriff's Department shall have an account to be known as "clothing allowance." They are allowed to draw Four hundred eighty dollars (\$480.00) paid out in two lump sums of two hundred forty dollars (\$240). ~~The accounts are accumulative to Three hundred fifty dollars (\$350.00) but cannot be carried over into the last year of employment.~~ The first payment of two hundred forty dollars (\$240.00) will be paid out on the January payroll closest to January 31st. The second payment of two hundred and forty dollars (\$240.00) will be paid out on the July payroll closest to July 31st. Beginning January 1, 2013 the accounts will no longer be accumulative and employees that have an amount carried over will be paid out on the January payroll.

During the first and last year of employment, the clothing allowance is prorated on a monthly basis. The Sheriff shall have discretion as to the types of clothing to be purchased by the employees of the Department.

3. **ARTICLE 28 – TERMS OF AGREEMENT**

This Agreement will become effective as of January 1, 2012 ~~2013~~, and will remain in force and effect up to and including December 31, 2012 ~~2013~~.

Respectfully submitted,
EXECUTIVE COMMITTEE

FISCAL IMPACT: This resolution does not require an appropriation from the general fund.

A motion was made by Supervisor Zima and seconded by Supervisor Buckley **“to adopt”**.

A motion was made by Supervisor Robinson and seconded by Supervisor Lund **“to amend the resolution under #1-Article 10-Salaries, Shift Pay Differential by deleting 5:00 p.m. and adding 3:00 p.m.”**. Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Zima and seconded by Supervisor Hopp **“to adopt the resolution as amended”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/26/2012

No. 10e -- **ORDINANCE TO AMEND SECTIONS 2.05(15) AND 3.12 OF THE BROWN COUNTY CODE ENTITLED, RESPECTIVELY, AS “COMMITTEES OF THE COUNTY BOARD” AND “GRANT APPLICATION APPROVAL”**

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF BROWN DOES ORDAIN AS FOLLOWS:

Section 1 - Subsection (15) of Section 2.05 of the Brown County Code entitled, “Committees of the County Board”, is hereby amended as follows:

Each Committee shall review and approve any application for a new loan before any County entity applies for such a loan. Each Committee shall also ~~receive subsequent notification of any grant funding applied for outside of the budget process~~ review and either accept or decline any grant funding received outside of the County’s annual budget process through the established budget adjustment process set forth in Section 3.14 of the Brown County Code.

Section 2 - Section 3.12 of the Brown County code entitled, “Grant Application Approval”, is hereby amended as follows:

Although applications for grants or loans should normally be approved through the County’s annual budget process, ~~Before any county entity shall apply for any new grant not approved as part of the budget, such application shall be presented first to the Department of Administration for approval. Subsequent notification of any such grant applications shall be submitted to the appropriate~~

~~County Board Oversight Committee; and a monthly report of all such grant applications shall be submitted to the Administration Committee. County Departments may still apply for funding opportunities that become available unexpectedly throughout the year. However, if the County Department is awarded such funding, the appropriate Standing Committee of the County Board and the County Board shall have full authority to accept or decline the award through the established budget adjustment process set forth in Section 3.14 of the Brown County Code. Additionally, County Departments shall report to the appropriate Standing Committee regarding the status of grants approved as part of the County's annual budget.~~

Section 3 - This Ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,
ADMINISTRATION COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Impact: There is no fiscal impact.

A motion was made by Supervisor Fewell and seconded by Supervisor Carpenter **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by:	<u>\s\ Troy Streckenbach, County Executive</u>	Date:	12/26/2012
Approved by:	<u>\s\ Darlene K. Marcelle, County Clerk</u>	Date:	01/04/2013
Approved by:	<u>\s\ Patrick Moynihan, Jr., Board Chairman</u>	Date:	01/03/2013

ATTACHMENT TO RESOLUTION #10e

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: November 28, 2012
REQUEST TO: Administration Committee
MEETING DATE: December 6, 2012
REQUEST FROM: Brent Miller
Director of Administration
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: Ordinance Regarding: To Amend the Brown County Code of Ordinances Sections 2.05 “Committees of the County Board” Subsection (15) and 3.12 “Grant Application Approval”

ISSUE/BACKGROUND INFORMATION:

The two sections of the County Code referenced above require oversight committees and the full County Board to review every new grant that is applied for outside of the budget process. This requires departments to complete a Grant Application Review form and obtain approval from the Director of Administration prior to applying for a grant; and then administrative staff must log, track and send the document on to the oversight committee(s) and County Board for additional approvals. Since only a portion of grant applications are actually awarded, and the County Board accepts or declines those awarded grants through a budget adjustment, this outdated practice is simply no longer necessary and actually defies the County's LEAN efforts as it is time-consuming for staff of

many different departments without adding any value to the outcome. The process sometimes even discourages departments from seeking out new grant funding opportunities altogether.

ACTION REQUESTED:

To ensure that Brown County departments remain viable competitors for various outside funding opportunities, and that administration and the County Board can focus their efforts on those grants actually awarded to the County, we request to amend the code as attached to simply have the oversight committee and County Board accept or decline any grant award through the established budget adjustment process, rather than having to approve every application.

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

No. 10f -- RESOLUTION TO APPROVE THE RENEWAL OF AND REVISION TO THE INTER-COUNTY CONSORTIUM AGREEMENT OF THE LAKE MICHIGAN AND NORTHEASTERN COUNTIES OF WISCONSIN U/D/O NOVEMBER 1ST, 1997, AS ENTERED INTO UNDER PUBLIC LAW 105-220, THE WORKFORCE INVESTMENT ACT OF 1998

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Congress of the United States adopted Public Law 105-220, entitled the Workforce Investment Act ("WIA"), authorizing the expenditure of federal funds through a Statewide Workforce Investment System that streamlines labor services to Local Workforce Development Areas ("WDA"), designated by the Governor, to provide individuals, through a One-Stop Operator, the information, training, and universal access to core services that are necessary to increase accountability for results, ensure a strong role for local governments, as well as the private sector, in developing and strengthening its WDA's labor force;

WHEREAS, pursuant to Section 116 of the WIA, Wisconsin's Governor designated 11 WDAs within the State, the pertinent one of which initially consisted of the following Counties: Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Shawano, and Sheboygan (collectively "Counties") – known as the Bay Workforce Development Area ("Bay WDA");

WHEREAS, the WIA mandates, and Wis. Stat. § 66.0301 provides the outlet therefore, that the counties within a WDA enter into consortium agreements for purposes of defining their roles and duties in administering the applicable local provisions of the WIA;

WHEREAS, in accordance therewith, the Counties, through the necessary approval of their respective Boards of Supervisors, entered into an agreement on November 1st, 1997 establishing the Bay Area Counties Consortium ("Consortium") and entitled it the "InterCounty Consortium Agreement of the Lake Michigan and Northeastern Counties of Wisconsin Under the Workforce Investment Act (P.L. 105-220)" ("1997 Agreement");

WHEREAS, pursuant to the 1997 Agreement and as mandated by the WIA, the Consortium is governed by a 10-member Board of Commissioners – consisting of each Counties' Executive, and if no Executive, their Board Chair, or their authorized designees – known as the LEO Board;

WHEREAS, pursuant to the 1997 Agreement and as mandated by the WIA, the Consortium assumes liability for any untraceable misappropriation or misuse of WIA funds, including any misappropriation or misuse of funds through the Bay Area Workforce Development Board ("BAWDB"), the entity created by the LEO Board, through WIA mandates, to set the policies and procedures for administering Wisconsin's Workforce Investment System in the Bay WDA consistent with the WIA and the State Plan developed in accordance therewith;

WHEREAS, following the 1997 Agreement's initial expiration in June of 2004, it was renewed and ratified by the Counties, through their necessary approval processes, until June 30th, 2012, at which point the Counties of the Consortium were then required to "review, amend and ratify a new Consortium Agreement" in order to continue receiving WIA funding;

WHEREAS, around the above June 30th, 2012 expiration date, the County of Outagamie, Wisconsin, a member of the Consortium for the Fox Valley Workforce Development Area, petitioned the Governor to become a member of the Bay Area Counties Consortium;

WHEREAS, pending the Governor's determination as to whether to include Outagamie within the Bay Area Counties Consortium, the Consortium's governing unit, the LEO Board, extended the 1997 Agreement, as amended, until 60 days after the Governor announces his decision regarding the same;

WHEREAS, while a member of the Consortium for the Fox Valley Workforce Development Area, Outagamie, along with the other counties thereto, was investigated and deemed preliminarily responsible, whether in whole or in part, for the misappropriation of WIA funds, the final determination of which is pending until an indeterminate date;

WHEREAS, given the investigation in the Fox Valley Workforce Development Area and Outagamie's potential joinder of the Bay Area Counties Consortium, the Counties, most notably, Brown and Kewaunee, did a thorough review of and revision to the 1997 Agreement, as amended, to include clearer and more specific terms and conditions, as well as directives to the LEO Board, for purposes of providing it with concise methods in which to better oversee the BAWDB's expenditure and use of WIA funds;

WHEREAS, included within the aforementioned revisions is a disclaimer against any liability for misappropriations linked to Outagamie and/or its consortium prior to its anticipated inclusion in the Bay Area Counties Consortium, as well as indemnification layers and insurance procurements meant to assist in better tracing any future misappropriations so as to attempt to

apportion liability individually, as opposed to as a group, and, if untraceable, to ensure adequate coverage;

WHEREAS, subsequent thereto, the Governor approved the inclusion of Outagamie in the Bay WDA, making it the 11th member of the Bay Area Counties Consortium; and

WHEREAS, Brown County now desires to enter into this new consortium agreement with the other Counties of the Bay WDA entitled the "Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin", a copy of which is attached hereto, for purposes of: (a) including Outagamie as a member of the Consortium, while disclaiming any liability for its actions prior to said inclusion; (b) better defining terms, conditions and/or directives of the LEO Board, as the Consortium's governing unit; and (c) adding layers of protection against the Consortium's WIA mandated assumption of liability in the event of a misappropriation or misuse of WIA funds.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that the County Board hereby approves on behalf of Brown County the attached proposed "Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin" and further authorizes the appropriate County officials to execute and deliver the same.

Respectfully submitted,
ADMINISTRATION COMMITTEE

Authored by: Corporation Counsel

Final Draft Approved by: Corporation Counsel

Fiscal Note: This does not require an appropriation from the General Fund.

A motion was made by Supervisor Kaster and seconded by Supervisor Buckley **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/26/2012

ATTACHMENTS TO RESOLUTION #10f

INTER-COUNTY CONSORTIUM AGREEMENT BETWEEN THE COUNTIES OF THE BAY WORKFORCE DEVELOPMENT AREA IN WISCONSIN

This Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin is made and entered into this 1st day of October, 2012 by and between the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan, as bodies corporate organized under the Laws of the State of Wisconsin.

RECITALS

WHEREAS, the Congress of the United States adopted Public Law 105-220, the Workforce Investment Act ("WIA"), authorizing the expenditure of Federal funds to streamline

services through Statewide Workforce Investment Systems, empower individuals through information and access to training resources, provide universal access to core services, increase accountability for results, ensure a strong role for local governmental boards and the private sector in the Workforce Investment System, facilitate State and local flexibility and improve youth programs; and

WHEREAS, under Section 116 of the WIA, the Wisconsin Governor ("Governor") has designated 11 Workforce Development Areas ("WDA") within the State to administer the provisions of the WIA; and

WHEREAS, the WDA, designated by the Governor, for the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan (collectively, "Counties;" individually, "County") is the Bay Workforce Development Area in Wisconsin ("Bay WDA"); and

WHEREAS, the WIA, as well as Wis. Stat. § 66.0301, provides counties within a WDA with authority to enter into consortium agreements so as to allow them to define their roles and duties in administering the applicable provisions of the WIA; and

WHEREAS, in accordance therewith, the Board of Supervisors for each County in the Bay WDA adopted Resolutions authorizing their respective Chief Local Elected Official ("LEO") to enter into this Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin ("LEO Agreement") for purposes of carrying out Section 117 of the WIA.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Counties, through their respective LEOs, do hereby agree as follows:

AGREEMENT

SECTION I – Definitions. For purposes of this LEO Agreement, the following definitions shall apply to the following terms/acronyms:

- A. "Bay Area Counties Consortium" – shall refer to the 11 Counties of the Bay WDA that, through their respective LEOs, have constituted themselves to be a consortium per Wis. Stat. § 66.0301.
- B. "Bay Workforce Development Area Workforce Development Board/Local Elected Officials Joint Agreement" ("Joint Agreement") – shall refer to that agreement entered into between the LEO Board and the Bay Area Workforce Development Board, pursuant to Sections 117 and 121 of the WIA, for purposes of memorializing their respective partnership obligations thereunder.
- C. "Chief Local Elected Official" ("LEO") – shall refer to the County Executive of the Counties that have an office of County Executive under Chapter 59 of the Wisconsin Statutes and shall refer to the Board Chair of the Counties that do not have an office of County Executive thereunder.
- D. "Consortium Chief Local Elected Official" – shall refer to that LEO selected by the LEO Board per its duly enacted "Local Elected Officials By-Laws of the Consortium" ("By-Laws") to serve as the Chair of the LEO Board under the WIA. The LEO selected

hereunder must be an elected official of a County, as opposed to a non-elected Designee.

- E. "Designee" – shall refer to that individual designated by his/her LEO under applicable By-Laws to serve, in place of said LEO, as one of the eleven (11) LEO Board members; provided, that he/she is either: (1) an elected official of his/her respective County; or (2) a special non-elected representative of said LEO.
- F. "LEO Board" – shall refer to the 11-member board of commissioners appointed to act as the Bay Area Counties Consortium's governing unit and legal representative, the membership of which shall: (1) consist of each County's LEO or Designee; and (2) shall be maintained in accordance with the governing By-Laws, as may be amended from time to time.
- G. "Local Plan" – shall refer to the 5-year comprehensive local plan developed by the Bay Area Workforce Development Board in partnership with the LEO Board in a manner consistent with the State plan, as well as Section 118 of the WIA.
- H. "Memorandum of Understanding" – shall refer to the agreement under Section 121 of the WIA, developed by the Bay Area Workforce Development Board and approved by the LEO Board, entered into between the Bay Area Workforce Development Board and respective One-Stop Partners in regards to the Bay WDA's One-Stop Delivery System.
- I. "One-Stop Delivery System" – shall refer to the system that, at a minimum, makes accessible, through One-Stop Operators selected by the LEO Board and the Workforce Development Board, at not less than one physical center in each WDA, the services described within Section 134 of the WIA.
- J. "Workforce Development Board" – shall refer to the entity appointed by the LEO Board under Section 117 of the WIA to provide, in partnership with the LEO Board, policy and strategic guidance for, and exercise oversight with respect to, WIA programs, services and activities in the Bay WDA.
- K. "Workforce Investment System" – shall refer to the State-wide system developed, with WIA funds, to provide WIA programs, services and activities through a One-Stop Delivery System.

SECTION II – Establishment of the Consortium.

- A. Pursuant to Wis. Stat. § 66.0301, the Counties of the Bay WDA – Brown, Door, Florence Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan – through their respective LEOs, do hereby constitute themselves to be the Bay Area Counties Consortium ("Consortium") for purposes of Section 117 of the WIA.
- B. In establishing said Consortium, each County, or any combination thereof, reserves the right to petition the Governor to become a separate district or WDA without requiring the approval of the other Counties, so long as notice, in the manner set forth in the governing By-Laws is provided to each County in advance thereof and the petition related thereto complies with governing law.
- C. The Counties may terminate this LEO Agreement in the event that expected or actual funding from the State/Federal Governments or other sources is withdrawn or substantially reduced in such a fashion as to make the continued operation of the Bay WDA unfeasible, effective only upon advance notice of said termination with receipt acknowledged by each County and the Governor.

- D. The Consortium may be dissolved and this LEO Agreement rescinded; provided, that consent from all of the Counties' Boards of Supervisors and the Governor is obtained in advance thereof.
- E. In the event that the WDB and the LEO Board fail to agree upon the development and/or submission of the Local Plan, created pursuant to the WIA, and/or the choice of a Grant Recipient or Sub-Grant Recipient, as more fully referred to herein, the Governor shall re-designate a local WDA under Section 116 of the WIA, thereby terminating this LEO Agreement.
- F. Any County that withdraws from the Consortium, whether through the aforementioned petition, termination or dissolution provisions, shall remain solely responsible for its proportionate share of any and all liabilities, as determined by the LEO Board, that in any way relate to any period prior to said County's withdrawal.

SECTION III – Governance/Organization of the Consortium.

- A. The Consortium shall exercise those powers granted to LEOs under the WIA through its governing unit and legal representative, the LEO Board – an 11-member board of commissioners whose membership must consist of each County's LEO or Designee and shall be maintained consistent with the governing By-Laws and Joint Agreement, as may be amended from time to time.
- B. In accordance with its By-Laws, the LEO Board shall elect from its membership a Chair, a Vice-Chair and such other officers as may be provided for therein. Both the Chair and Vice-Chair must be elected officials of their respective Counties, as opposed to non-elected Designees, and any vacancies hereunder shall be filled by election, in accordance with the applicable By-Laws for the remainder of the unexpired term.
- C. Along with any additional duties proscribed within the By-Laws and unless stated otherwise therein, the Chair of the LEO Board shall serve as the Consortium Chief Local Elected Official ("CLEO"), his/her term of which shall be specified within the By-Laws, for purposes of Section 117 of the WIA; shall execute all documents and contracts as authorized by the LEO Board; shall appoint a staff person of one of the Counties or the Administrative Entity, if the latter exists, to serve as the Board Clerk; and shall have the authority to speak on behalf of the Consortium in all matters relating to the WIA.
- D. Along with any other appointments set forth in the By-Laws or Joint Agreement and so long as consistent therewith, the LEO Board, subject to Governor certification under Section 117 of the WIA, shall appoint a Workforce Development Board ("WDB") to set policy for the Workforce Investment System in the Bay WDA, the minimal composition of which must include:
 - 1. Representatives of business in the Bay WDA who: (a) are owners of businesses, chief executives or operating officers of businesses, and other business executives/employers with optimum policymaking or hiring authority; (b) represent businesses with employment opportunities reflective of employment opportunities in the Bay WDA; and (c) are appointed from the nominees of local business organizations and business trade associations. A majority of the WDB, as well as the Chair of the WDB, must come from this Paragraph 1 of Section III(D) of this LEO Agreement;

2. Representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, if in existence), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;
3. Representatives of labor organizations (for a WDA in which employees are represented by labor organizations), nominated by local labor federations, or (for a WDA in which no employees are represented by such organizations), other representatives of employees;
4. Representatives of community-based organizations, including organizations representing the disabled and veterans, if such organizations exist;
5. Representatives of economic development agencies, including private sector economic development entities; and
6. Representatives of each of the One-Stop Operators.

If, after a reasonable effort, the LEO Board is unable to agree on the above appointments, the Governor may appoint the WDB members from individuals so nominated or recommended. The WDB duly appointed by the LEO Board, pursuant to Section 117 of the WIA, shall be known as the Bay Area Workforce Development Board ("BAWDB").

- E. Unless specifically designated otherwise in the By-Laws or Joint Agreement and so long as said consistent therewith the LEO Board shall serve as the Local Grant Recipient ("Grant Recipient") for WIA grant funds allocated to the Bay WDA, and shall be liable, in the manner more fully set forth herein, for any misuse thereof. The LEO Board shall retain said liability regardless of whether it amends the By-Laws or Joint Agreement for purposes of designating another entity to be the Grant Recipient. Additionally, the LEO Board shall designate an entity to serve as the Local Grant Sub-Recipient ("Sub-Recipient") for WIA grant funds allocated to the Bay WDA. Unless and until such time that the By-Laws/Joint Agreement are amended to designate another entity and, so long as consistent therewith, the Sub-Recipient for the Bay WDA shall be the BAWDB. This Sub-Recipient designation, as well as any subsequent designation hereunder, shall not relieve the LEO Board of the liability for any misused WIA grant funds.
- F. There shall be established, as a subgroup of the BAWDB, a Youth Council whose membership shall be appointed, in cooperation with the LEO Board, by the BAWDB and shall include, at a minimum, the following:
 1. Members of the BAWDB that specifically fall within one of the six (6) categories under Section III(D) of this LEO Agreement or members of the BAWDB that the LEO Board, using its discretion, appointed thereto; provided, that said members have a special interest or expertise in youth policy;

2. Representatives of youth service agencies, including juvenile justice and local law enforcement agencies;
 3. Representatives of local public housing authorities;
 4. Parents of eligible youth seeking assistance through the Youth Council;
 5. Individuals, including former participants, and representatives of organizations, that have experience relating to youth activities; and
 6. Representatives of the Job Corps, as appropriate.
- G. To receive funding under Section 132 of the WIA, a One-Stop Delivery System ("OSDS") shall be established, through BAWDB designation provided that it is consistent with Sections 121 & 117 of the WIA and approved by the LEO Board, of a One-Stop Operator, that, at a minimum and in a manner consistent with Section 134 of the WIA, shall make the following programs, services and activities accessible at not less than one physical center within the Bay WDA:
1. The core services described within Subsection (d)(2) of Section 134 of the WIA;
 2. The intensive services and training services described within Subsection (d)(3) & (4) of Section 134 of the WIA, including serving as the point of access to individual training accounts for training services to participants consistent with Subsection (d)(4)(G) of Section 134 of the WIA;
 3. If provided through funding under Section 133 of the WIA, the permissible local employment and training activities described within Subsection (e) of Section 134 of the WIA;
 4. The programs and activities to be carried out by one-stop partners in accordance with Section 121 of the WIA and more specifically described therein under Subsection (b)(1)(B) thereof; and
 5. The information described in Section 15 of the Wagner-Peyser Act and all job search, placement, recruitment, and other labor exchange services authorized thereunder.

SECTION IV – Administration of the Consortium. As the Consortium's governing unit, the LEO Board shall exercise ongoing oversight of BAWDB activities; maintain an ongoing relationship with the BAWDB; and work in tandem with the BAWDB for purposes of carrying out WIA programs, services and activities. However, unless provided otherwise by the WIA or herein, the details of how the LEO Board and the BAWDB will work together to accomplish the same, shall be negotiated and contained in an agreement consistent with Sections 117 & 136 of the WIA. The aforementioned agreement entered into in a manner consistent herewith is the Bay Workforce Development Area Workforce Development Board/Local Elected Officials Joint Agreement ("Joint Agreement"), as may be amended from time to time. Notwithstanding, the LEO Board either exclusively or in cooperation with the BAWDB must comply with the following WIA mandates:

- A. The LEO Board shall consult with the Governor on the designation or re-designation of a WDA in the manner provided for under Section 116 of the WIA;
- B. In partnership with the BAWDB, the LEO Board shall develop, approve, and submit to the Governor a Local Plan, including any revisions thereto, that is consistent with the corresponding State Plan, as well as Section 118 of the WIA, including, at a minimum, the following therein:
 - 1. An identification of: (a) the workforce investment needs of businesses, job seekers, and workers in the Bay WDA; (b) the current and projected employment opportunities in the Bay WDA; and (c) the job skills necessary to obtain such employment opportunities;
 - 2. A description of the OSDS to be established or designated in the Bay WDA, including: (a) a description of how the BAWDB will ensure the continuous improvement of eligible One-Stop providers of services through the OSDS and ensure that said providers meet the employment needs of local employers and participants; and (b) a copy of each Memorandum of Understanding ("MOU") concerning the operation of the OSDS in the Bay WDA;
 - 3. A description of the local levels of performance negotiated with the Governor and LEO Board under Section 136 of the WIA;
 - 4. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the Bay WDA;
 - 5. If applicable, a description of how the BAWDB will coordinate workforce investment activities carried out in the Bay WDA with Statewide rapid response activities;
 - 6. A description and assessment of the type and availability of youth activities in the Bay WDA, including an identification of successful providers of said activities;
 - 7. A description of the process used by the BAWDB, consistent with Subsection (c) of Section 118 of the WIA, to provide an opportunity for public comment, including comment by representatives of businesses and comment by representatives of labor organizations, and input into the development of the Local Plan, prior to submission;
 - 8. An identification of the entity responsible for the disbursement of WIA grant funds;
 - 9. A description of the competitive process to be used to award the grants and contracts in the Bay WDA for activities carried out under the Workforce Investment System; and
 - 10. Such other information as deemed necessary by the Governor.

The Local Plan developed, approved and submitted to the Governor for approval under Section 118 of the WIA, the approval of which was duly obtained thereunder, is the Bay Area Workforce Development Board WIA Local Plan 2011 ("Local Plan").

- C. The LEO Board shall review and approve the budget developed by the BAWDB for the purpose of carrying out its duties as a WDB in accordance with Section 117 of the WIA ("Budget").
- D. In cooperation with the BAWDB, the LEO Board, as Grant Recipient shall disburse funds, pursuant to Section 117 of the WIA, for workforce investment activities at the direction of the BAWDB; provided, that said direction does not violate any provision of the WIA.
- E. Consistent with Subsection (d) of Section 121 of the WIA, the LEO Board shall approve the BAWDB's designation or certification of One-Stop Operators that, at a minimum, were designated/certified: (a) through a competitive process; or (b) in accordance with the duly enacted By-Laws and/or Joint Agreement, as may be amended from time to time, so long as said documents, including any other documents duly enacted hereunder, provides for the inclusion of at least three (3) of the One-Stop Partners described within Subsection (b)(1) of Section 121 of the WIA. In addition, the LEO Board shall approve any request by the BAWDB to terminate the eligibility of a One-Stop Operator for cause. Absent a waiver by the Governor, the BAWDB, as well as any of its staff members employed under Section 117 of the Act, shall not serve as the One-Stop Operator for the Bay WDA.
- G. Consistent with Subsection (c) of Section 121 of the WIA, the LEO Board shall review and approve any Memorandum of Understanding ("MOU") entered into between the BAWDB and the One Stop Partners concerning the operation of the OSDS within the Bay WDA, the MOU of which, at a minimum, consist of the following provisions:
 - 1. The services to be provided through the OSDS;
 - 2. How the costs of such services and operating costs of the OSDS will be funded;
 - 3. The methods for referral of individuals between the One-Stop Operator and the One-Stop Partners, for the appropriate services and activities; and
 - 4. The duration of the MOU and the procedures for amending the same during the term thereof.
- H. The LEO Board shall work with the BAWDB to conduct the oversight mandated by Subsection (d)(4) of Section 117 of the WIA with respect to local programs of youth activities authorized under Section 129 of the WIA, local employment and training activities authorized under Section 134 of the WIA, and the OSDS within the Bay WDA, consistent with the WIA, as well as the By-Laws and Joint Agreement entered into thereunder.

SECTION V - Fiscal Management; Liability; Misuse of Grant Funds.

- A. Fiscal Management. Unless designated otherwise in the By-Laws, Joint Agreement or herein, and so long as said designation is consistent with the WIA, the LEO Board shall serve as Grant Recipient of, and be liable for any misuse of, grant funds allocated to

the Bay WDA under Section 128 and 133 of the WIA. Notwithstanding a subsequent designation in accordance herewith, the LEO Board shall remain liable for any misuse of WIA funds granted hereunder. In addition and notwithstanding its designation of the BAWDB as the Sub-Recipient of said funds, the LEO Board shall remain liable for any misuse thereof. To prevent misuse hereunder: (1) the LEO Board shall continuously monitor, and shall require the BAWDB to continuously monitor, WIA grant-supported activities in accordance with the uniform administrative requirements of 29 CFR parts 95 & 97, as applicable and as amended from time to time, including the appropriate circulars of the Office of Management and Budget referenced within Section 184 of the WIA; and (2) shall require the BAWDB, as Sub-Recipient, to establish financial controls and procedures, satisfactory to the LEO Board, that accords with Generally Accepted Accounting Principles (GAAP), as well as any other federal and state laws, regulations, guidelines and/or procedures applicable to WIA grant funding. At a minimum, the LEO Board shall require the following fiscal controls over the BAWDB and/or Sub-Recipient:

1. That it undergo at least one annual review of the adequacy of said financial controls and procedures, which, if deemed necessary by the LEO Board, may include retaining the assistance of an independent accounting/consulting firm;
2. That it undergo an annual independent audit, providing the LEO Board with a copy thereof, as well as such additional audits and/or financial reviews as the LEO Board, in its sole discretion, deems necessary;
3. That it maintain itemized and detailed records covering all expenditures under the Budget, providing the LEO Board with quarterly reports thereof, the duration of which may be increased or decreased by the LEO Board in its sole discretion, as well as any other reports deemed necessary by the LEO Board;
4. That it insert language regarding disallowed costs due to contractor error into all OSDS related MOUs and agreements, as well as any other applicable contracts entered into under the WIA; and
5. That, regardless of whether it remains the Sub-Recipient, the BAWDB, establishes and maintains by-laws consistent with the WIA, as well as the By-Laws and Joint Agreement, to ensure the efficient administration and management of its workforce investment programs, services and activities that, at a minimum, indicate how the BAWDB will:
 - (a) identify, consistent with Section 123 of the WIA, eligible providers of youth activities in the Bay WDA by awarding grants or contracts on a competitive basis based on the recommendations of the Youth Council;
 - (b) identify, consistent with Section 122 of the WIA, eligible providers of training services under Section 134 of the WIA within the Bay WDA;
 - (c) if applicable, identify eligible providers of intensive services under Section 134 of the WIA within the Bay WDA by awarding contracts;
 - (d) assist the Governor in developing the Statewide employment statistics system referenced within the WIA;

- (e) coordinate the workforce investment activities authorized under the WIA and carried out in the Bay WDA with economic strategies, and develop other employer linkages with such activities;
- (f) promote the participation of private sector employers in the State's Workforce Investment System and ensure the effective provision, through said system, of connecting, brokering, and coaching activities, through intermediaries such as the One-Stop Operator in the Bay WDA or through other organizations, to assist such employers in meeting hiring needs;
- (g) make available to the public, in a manner consistent with relevant Open Records Laws, on a regular basis through open meetings, information regarding its activities, including information regarding the Local Plan prior to its original or revised submission, and regarding membership, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of its formal meetings;
- (h) refrain from, absent receipt of a Governor waiver, appointing itself to provide the training services described within Section 134 of the WIA;
- (i) not allow its members to vote on a matter under BAWDB consideration that: (i) relates to the provision of services by said members or an entity represented by said members; (ii) would provide direct financial benefit to said members or their immediate family; or (iii) would be deemed a conflict of interest of said members under the State plan;
- (j) solicit and accept grants and donations from sources other than Federal funding that is made available under the WIA; and
- (j) employ the staff - deemed necessary to administer and disburse funds for the applicable WIA programs, services and activities – and handle issues relating to Grievances, Nepotism, Maintenance of Effort, and additional Conflicts of Interest/Ethical Obligations not already addressed herein.

In the event that the BAWDB's current By-Laws entitled Bylaws of the Bay Area Workforce Development Board ("by-laws") or any duly enacted amendments thereto conflict with the By-Laws or Joint Agreement, the By-Laws and Joint Agreement shall prevail so long as consistent with the WIA.

B. Liability Management. To further manage the LEO Board's exposure in the event of misused WIA grant funds allocated to the Bay WDA, said the LEO Board shall adhere, and, where applicable, shall require the BAWDB and/or any of its providers to adhere, to the following guidelines:

1. That the WIA programs, services and activities in the Bay WDA be administered prudently to minimize liability, including, but not limited to, the requirement that all contractors who provide services purchased with WIA grant funds be required

to maintain general liability, workers compensation, and automobile (if automobiles are used in providing services) insurance policies in an amount of at least \$1,000,000. Said contractors may also be required to provide fidelity insurance and/or bonding in such amounts deemed necessary by the LEO Board to protect the LEO Board, the Consortium and the Counties. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;

2. That the Sub-Recipient be required to maintain errors and omissions insurance, fidelity insurance/bonding, general liability insurance, workers compensation insurance and automobile insurance to the extent deemed necessary by the LEO Board and in amounts to be determined by the LEO Board. Such insurance shall name the LEO Board, the Consortium and each County as additional insureds;
3. That the BAWDB and/or the Sub-Recipient be required to indemnify, defend and hold harmless the LEO Board, the Consortium and each County, as well as their agents, officers, elected officials, representatives, employees, successors and assigns, from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, by reason of any alleged or actual liability for injury or damages caused by, relating to or arising in any way, in whole or in part, from: (1) the wrongful, intentional, or negligent acts or omissions of the BAWDB, the Sub-Recipient and/or their employees, agents, representatives and subcontractors; or (2) the breach by the BAWDB, the Sub-Recipient and/or their agents, officers, elected officials, representatives, employees, successors and assigns, of this LEO Agreement, the By-Laws and/or Joint Agreement, as well as any other agreements/governing procedures enacted in accordance with the WIA and as amended from time to time;
4. That the LEO Board may further direct the purchase of additional fidelity/bonding, errors and omissions insurance and other insurance to cover the individual LEO Board members, the Consortium and each County to the extent deemed necessary by the LEO Board; and
5. That, to the extent permitted by law, BAWDB corporate funds and assets shall be used first to pay any uncovered loss resulting from the activities of the Consortium, the LEO Board, the BAWDB and/or the Sub-Recipient.

C. Misuse of Grant Funds. In the case of any misuse of grant funds allocated under the WIA to the Bay WDA, liability shall be assigned as follows:

1. The Fox Valley Workforce Development Area. Outagamie County understands and agrees that it may be liable for certain obligations of the Fox Valley Workforce Development Consortium (Fox Valley Consortium) that arose prior to Outagamie County joining the Consortium. Outagamie County understands and agrees that the LEO Board, the Consortium and the Counties are not and should not be held responsible for any obligations of Outagamie County arising out of the Fox Valley Consortium. To this end, Outagamie County agrees to indemnify, defend and hold harmless the LEO Board, the Consortium and the Counties from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, that the LEO Board, the Consortium and the Counties may suffer, incur, be put to, pay or lay out as a result of, or in any way relating to: (1) Outagamie County's participation in the Fox Valley Consortium; (2) the acts or omissions of Outagamie County, its employees, agents and representatives while in the Fox Valley Consortium; or (3) any and all claims, liabilities or obligations of Outagamie County arising out of, or relating

- to, the Fox Valley Consortium.
2. Misuse of Consortium Funds. The Consortium understands that the Counties are liable for any misuse of WIA grant funds allocated to the Bay WDA in accordance with the requirements of 20 C.F.R. Part 667.705. In the event of misuse of said funds and after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Board, unless, based upon the particular facts of the situation, the responsibilities of each County, its employees, agents, officers and/or representatives for the particular funds at issue can be apportioned in a more equitable manner, shall be apportioned among the Counties in proportion to their respective populations in accordance with the results of the decennial census. For example, if \$10,000 in liability remained and a given County has 10% of the total population of the Counties based on the decennial census, that County would be liable for \$1000. In the event that the LEO Board is unable to make said determination, the Department of Workforce Development shall determine the Counties' respective liabilities.

SECTION VI – Additional Provisions.

- A. Term. This LEO Agreement shall be reviewed annually and renewed every five (5) years unless the Counties choose to terminate pursuant to Section I herein, or in the event of termination of Public Law 105- 220, the Workforce Investment Act of 1998.

In the event that this LEO Agreement is terminated or not renewed, the Counties agree to cooperate in transitioning programs and services consistent with the WIA, as well as the By-Laws, Joint Agreement, this LEO Agreement and/or any other agreements/ governing procedures duly enacted under the WIA (collectively "Governing Law"). If and when it is determined that this LEO Agreement shall be terminated, the LEO Board shall take possession of all documents associated with the WIA so long as consistent with the Governing Law.

- B. Acquisition and Disposal of Property. The Sub-Recipient shall acquire, hold and dispose of real or personal property in the manner provided for under Sections 59.06, 66.28 and 75.35 of the Wisconsin Statutes, as well as Governing Law.
- C. Open Records/Open Meetings. Both the LEO Board and the BAWDB shall conduct business openly and in accordance with Wisconsin's Open Records provisions set forth in Chapter 19 of the Wisconsin Statutes, including but not limited to the following:
1. That all actions taken by the LEO Board or the BAWDB during the above-referenced meetings be authorized by a majority of the members present and in a manner consistent with their By-Laws/by-laws, respectively;
 2. That duly noticed closed sessions of the LEO Board or the BAWDB shall not allow for LEO Board members to be excluded from BAWDB closed session meetings, nor shall it allow for BAWDB members to be excluded from LEO Board closed session meetings, when the issue under discussion in said closed session relates to WIA programs, services and activities, or the Local Plan, Budget and staff members employed in accordance with the WIA;

3. That all meetings be publically noticed and duly recorded pursuant to Wisconsin's Open Records provisions;
 4. That all records created or collected, including but not limited to all meeting agendas, meeting minutes, contracts, fiscal documentation and/or management documentation be maintained in accordance with Wisconsin's Open Records provisions; and
 5. That the record custodian referenced within Wisconsin's Open Records provisions be designated within the By-Laws/by-laws and posted for the public in accordance therewith.
- D. Applicable Law. This LEO Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin. And, Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with the WIA or the Governing Laws.
- E. Amendments to the By-Laws. The LEO Board may adopt operational and procedural bylaws consistent with the WIA, State/Local Plans, and Joint Agreement. Any amendments to the current By-Laws may be adopted by the affirmative vote of 2/3 of the entire membership of the LEO Board at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member fifteen (15) days prior to consideration.
- F. Impact of Legislative Changes. Any terms or conditions rendered inapplicable by a change in State, Federal or local laws shall not affect the validity of those portions of this LEO Agreement not impacted by the same. It is further understood by the Counties that certain terminology in this LEO Agreement may change as Federal and State laws governing this LEO Agreement dictate.
- G. Conduct of the LEO Board/BAWDB. Members of the LEO Board and the BAWDB shall conduct themselves in accordance with the ethical and/or legal standards governing persons holding public office, including, at a minimum:
1. That all members, as well as staff, of the LEO Board and the BAWDB comply with any and all applicable Federal or State Laws, including Wis. Stats., Chapter 946, governing the conduct of public officials;
 2. That all members, as well as staff, of the LEO Board and the BAWDB be prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for their personal gain, or the personal gain of those for which they have a familial, business or other improper tie to. Said members shall avoid actual or perceived organizational and personal conflicts and shall disclose all actual or apparent conflicts consistent with Governing Law;
 3. That no member of the LEO Board or the BAWDB shall cast a vote on any provision of services by said member or any organization which said member directly represents, as well as any matter that would provide a direct financial benefit to said member or said member's family;

4. That, annually, each member of the LEO Board and the BAWDB shall complete, sign and submit a Conflict of Interest Disclosure Statement, in a format prescribed by the WIA;
 5. That LEO Board and the BAWDB shall not discriminate against any person contrary to Section 188 of the WIA, as well as Federal, State and local laws.
- H. This LEO Agreement shall be effective when executed by the authorized official of each County of the Consortium thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. This LEO Agreement may only be revised, modified or amended in writing and upon a majority vote of the LEO Board consistent with the governing By-Laws.

INWITNESS WHEREOF, the Parties hereto have caused this LEO Agreement to be executed by the County Executive of the Counties with an Office of the County Executive and by the Chairperson of the County Board of Supervisors of the Counties without an Office of County Executive.

SIGNATURES OF THE COUNTY OFFICIALS

Brown County	Troy Streckenbach	Door County	Dan Austad
Florence County	Jeanette Bomberg	Kewaunee County	Robert Weidner
Manitowoc County	Bob Ziegelbauer	Marinette County	Vilas Schroeder
Menominee County	Elizabeth Moses	Oconto County	Leland Rymer
Outagamie County	Thomas Nelson	Shawano County	Jerry Erdmann
Sheboygan County	Roger TeStroete		

No. 10g -- ORDINANCE CREATING SECTION 3.35 OF THE BROWN COUNTY CODE ENTITLED "PURCHASING ORDINANCE"

A motion was made by Supervisor Lund and seconded by Supervisor Nicholson **"to hold this ordinance for one month"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 10h -- RESOLUTION TO APPROVE A CONSENT TO EASEMENT FOR A NON-EXCLUSIVE DRAINAGE DITCH EASEMENT BETWEEN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND WISCONSIN DEPARTMENT OF TRANSPORTATION

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE

BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County is the holder of an easement interest for the construction, operation, and management of the Mountain-Bay State Trail by virtue of an Easement entered into between the State of Wisconsin Department of Natural Resources and Brown County and duly recorded on October 25, 2002 as Document No. 1943638 in Brown County Records ("Trail Management Easement"); and

WHEREAS, Brown County, in accordance with the Trail Management Easement, as well as certain other documents relating thereto, is to consent, upon its notification and consultation with the Brown County Parks Department ("Trail Manager"), to any additional easements put forth by the Wisconsin Department of Natural Resources, as the owner of the Mountain-Bay State Trail and the property at issue ("State Highway 32 at CTH B Drainage Ditch") that in any way affect the Trail Management Easement; and

WHEREAS, Brown County has been duly notified by the Wisconsin Department of Natural Resources, as Grantor, that the Wisconsin Department of Transportation ("WisDOT"), as Grantee, desires to construct and maintain a drainage ditch within the Mountain-Bay State Trail corridor ("State Highway 32 at CTH B Drainage Ditch"), as more fully described within the attached Easement ("State Highway 32 at CTH B Drainage Ditch Easement") entered into for purposes of the same; and

WHEREAS, pursuant to the State Highway 32 at CTH B Drainage Ditch Easement, among other obligations, the WisDOT is required to, upon approval by the Trail Manager, cut, trim, and remove brush, trees, logs, stumps, or branches which by reason of their proximity may endanger or interfere with the State Highway 32 at CTH B Drainage Ditch; to hold Brown County, its employees and agents harmless in the event that the Trail Manager, its employees or agents cause any damage to the State Highway 32 at CTH B Drainage Ditch; to protect, indemnify and save harmless the Trail Manager, its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly out of acts or omissions by itself, as well as the Trail Manager, its agents or employees; and to obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations, and ordinances in exercising any and all rights granted by the State Highway 32 at CTH B Drainage Ditch Easement.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors consents to the attached State Highway 32 at CTH B Drainage Ditch Easement between the Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation and authorizes the execution of the Consent to Easement by Brown County.

Respectfully submitted,
EDUCATION & RECREATION COMMITTEE

Authored by Corporation Counsel
Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Wetzel **“to adopt”**.
Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/26/2012

ATTACHMENT TO

RESOLUTION #10h

ON FOLLOWING

PAGES

EASEMENT

Document Number

Document Title

THIS EASEMENT made this 25th day of September, 2012, by and between the State of Wisconsin Department of Natural Resources (Department), Grantor, and the Department of Transportation (DOT), Grantee.

WHEREAS, the DOT desires to construct and maintain a drainage ditch within the corridor of the Mountain-Bay State Trail on the following described lands in Brown County, Wisconsin:

T25N, R19E, Village of Pulaski

Section 05: All that part of the SE1/4 SW1/4 described as follows:
Parcel 5 of Transportation Project Plat 9190-21-21-4.02, recorded in Volume 1 of Transportation Project Plats, Page 142, as Document 2530965, recorded in Brown County, Wisconsin.

Property interests and rights of said Parcel 5 consist of:
Permanent limited easement

All being part of tax parcel number VP-43

Recording Area

Return:

Wisconsin Department of Natural Resources
% Facilities & Lands
2984 Shawano Ave
Green Bay, WI 54313

NOW THEREFORE, in consideration of the sum of seven thousand five hundred dollars (\$7,500) and other considerations described herein, the Department hereby conveys to the DOT, its successor and assigns, a non-exclusive easement to construct, operate, maintain, repair, remove and replace a drainage ditch within the corridor of the Mountain-Bay State Trail over the premises identified above. Including a Temporary Limited Easement (TLE) for construction, including the right to operate necessary equipment thereon and the right of ingress and egress and the right to preserve, protect, remove or plant thereon any vegetation deemed necessary; all as described on Transportation Project Plat NO: 9190-21-21-4.01 Amendment NO.1 Parcel number 4 as recorded in Volume 1 of Transportation Project Plats, Page 139, as Document 2495068, Brown County Records. This TLE shall expire at the completion of the construction project for which this instrument is given.

It is understood that:

1. Brown County is the owner and holder of a Trail Management Easement on the Mountain-Bay State Trail for the construction, development, maintenance and operation of the Mountain-Bay State Trail by the Brown County Parks Department, hereinafter referred to as the Trail Manager.
2. The Trail Manager shall be notified and consulted prior to any construction or maintenance of the drainage ditch and has final authority over issues relating to the management of the Mountain-Bay State Trail corridor.
3. The DOT may cut, trim and remove any brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the said drainage ditch or the operation thereof. Any such undertakings shall be approved by the Trail Manager.
4. The title to the eased premises shall automatically revert to and revest in the Department without reentry upon the abandonment of the use of the same for drainage ditch purposes or upon non-use of the same for a period of two (2) years.
5. The DOT shall hold the Department and the Trail Manager, its employees and agents harmless in the event the Department or the Trail Manager, its employees or agents cause any damage to said drainage ditch.
6. The DOT assumes and agrees to protect, indemnify and save harmless the Department, Trail Manager, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
 - a. Out of the construction, installation, maintenance, operation, repair, replacement and removal of the lines; and
 - b. Out of any defect in the line or failure thereof;
 - c. Out of any act or omission of the Department, Trail Manager, agents or employees.

7. This Easement shall be non-exclusive and the Department may use the above described premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies), provided that any such subsequent use, lease, easement or conveyance shall not interfere with the DOT's rights.
8. The DOT shall contact the Trail Manager prior to commencing any construction or maintenance work.
9. The DOT is responsible for determining the location of any existing utility lines located within the easement area and for any and all damages, costs or liabilities that result from any damages to these lines caused by the DOT.
10. All buried underground lines will be placed at a depth of 36" below top of trail grade or more and a plastic "warning" tape or signage be placed above the lines to prevent accidental cutting.
11. The DOT shall obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations and ordinances in exercising any and all rights granted by this easement. If required by law, the DOT shall apply for any and all Chapter 30 and 31, Wis. Stats., licenses, permits or approvals necessary for implementing the rights granted to the DOT pursuant to this easement.
12. The DOT shall maintain the area of this easement in a decent, sanitary and safe condition during construction, repair and maintenance, and at no time shall the DOT allow its installation to cause a hazard or unsafe condition. DOT shall accommodate trail users and protect them from any hazards during any construction process.
13. The DOT shall allow continued public use and users shall have unrestricted right of way at all times of the Mountain-Bay State Trail across this location unless otherwise approved by the Trail Manager.
14. Relating to the trail portion:
 - a. The travel portion of the trail shall be restored to pre-construction/maintenance or better condition, using the same type and quality materials that meet the Department's Trail Design Standards and guidelines and as approved by the Trail Manager.
 - b. Warning signs and lights shall be placed informing trail users of any construction work or as otherwise directed by the Trail Manager. If needed, as determined by the Trail Manager, DOT shall place passable barricades at entry points for trail users that require trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
 - c. Any excavations on or near the trail shall be covered nightly and in no case shall construction obstruct or interfere with trail use over a weekend period.
 - d. Any trail closure must be done only with written permission of the Trail Manager.
 - e. Any and all ground settling or trail surface damage caused by the exercise of the DOT's easement rights within a five (5) year period from the date of construction is the sole responsibility of the DOT and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Trail Manager. Upon failure to perform by the DOT within twenty (20) days of notification by the Trail Manager of needed repairs or restoration, repairs or restoration may be contracted by the Trail Manager and the DOT shall be liable for all costs associated with such repairs and restoration.
 - f. DOT shall not park or store any vehicles or equipment on the trail right-of-way at any time.
 - g. DOT shall not use the trail right-of-way for backing of any equipment unless a flag person is available.
15. This easement is subject to future restoration and reconstruction of the right-of-way for rail service consistent with Section 208 of the National Trails System Act Amendments of 1983, Pub. L. No.98-11(16 U.S.C. 1247(d))

End of Conditions

CONSENT TO EASEMENT

IN WITNESS WHEREOF, BROWN COUNTY, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement interest which is for the construction, operation and management of the Mountain-Bay State Trail by virtue of said Easement between the State of Wisconsin Department of Natural Resources and Brown County as document number 1943638 on October 25, 2002 in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this drainage ditch easement in the name of Department of Transportation on this _____ day of _____, 2012.

_____(SEAL)
Troy Streckenbach
Brown County Executive

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally appeared before me this _____ day of _____, 2012, the above named Troy Streckenbach, County Executive to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed on its behalf this ____ day _____, 2012.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Richard E. Steffes, Natural Resources Real Estate Director

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2012, the above named Richard E. Steffes, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

This instrument was drafted by:
Department of Natural Resources

No. 10i -- RESOLUTION RE: CHANGE IN TABLE OF ORGANIZATION LAND AND WATER CONSERVATION TECHNICIAN LTE

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Land and Water Conservation Department deleted 1.00 FTE Technician LTE position in the 2013 budget process due to loss of grant funding; and

WHEREAS, the Land and Water Conservation Department recently received approval from the EPA extending the grant for another year; and

WHEREAS, Human Resources in conjunction with the Land and Water Conservation Department recommend the addition of 1.00 FTE Technician LTE to support the Baird Creek Project; and

WHEREAS, the Technician LTE is grant funded. Should the funding be eliminated, the position will end and be eliminated from the Land and Water Conservation table of organization.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that the Land and Water Conservation table of organization be changed, adding a grant funded 1.00 FTE Technician LTE position.

BE IT FURTHER RESOLVED, should the funding be eliminated, the position will end and be eliminated from the Land and Water Conservation table of organization.

Budget Impact

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Technician LTE	1.0	Addition	\$46,237	\$6,738	\$52,975
Total Budget Impact			\$46,237	\$6,738	\$52,975

This position is fully grant funded.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,
PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: Human Resources
Final Draft Approved by Corporation Counsel

A motion was made by Supervisor Dantine and seconded by Supervisor Sieber **“to adopt”**.
Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/26/2012

A motion was made by Supervisor Zima and seconded by Supervisor Erickson **“to suspend the rules to allow the County Board to take Resolutions #10j, #10k and #10l in one motion”**. Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Zima and seconded by Supervisor Kaster **“to adopt Resolutions #10j, #10k and #10l”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 10j -- RESOLUTION RE: 2013 COUNTY-TRIBAL LAW ENFORCEMENT GRANT

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Wisconsin Department of Justice will make available up to \$ 36,444 for a joint County-Tribal Law Enforcement grant to be shared between Brown County and the Oneida Nation; and

WHEREAS, the grant would allow both agencies to work together in a spirit of cooperation and sharing of resources which allow the agencies to address issues in law enforcement and public safety that affect Brown County as a whole and the Native American population and other minority populations; and

WHEREAS, approximately half of the grant funds would be used to purchase law enforcement equipment for the Sheriff's Department, as designated in the 2013 budget; and

WHEREAS, remaining funds would be used for items deemed reasonable and necessary by the Oneida Nation for public safety purposes.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that Brown County will continue working cooperatively with the Oneida Nation in the area of public safety and law enforcement and will participate in the 2013 County-Tribal Law Enforcement Grant.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

Authored by: Sheriff's Dept.

Fiscal Note: The joint County-Tribal Law Enforcement grant is included in the 2013 budget, so an appropriation from the General Fund is not required.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/26/2012

No. 10k -- RESOLUTION FOR APPROVAL OF POLICE SERVICE CONTRACT WITH VILLAGE OF HOWARD

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Village of Howard ("Village") pursuant to Wisconsin Statutes §61.65 (1)(a), is required to provide police protection services to the Village; and

WHEREAS, the Village, pursuant to §61.65 (1)(a) 2., may provide for the police protection services by contracting for said services with a county; and

WHEREAS, the Village has contracted with Brown County ("County") in the past for police protection services and now desires to continue to contract for full-time police services with County through a three year contract commencing January 1, 2013, and running through December 31, 2015; and

WHEREAS, the County is able to furnish police protection services to the Village and desires to continue to provide said services under contract with the Village for the three year period; and

WHEREAS, the Village shall pay the County on a quarterly basis for said police services as follows: for 2013 is \$1,388,344.10, for 2014 is \$1,416,110.98 and for 2015 is \$1,444,433.20 for a total under the three year contract of \$4,248,888.28. Any overtime for police services shall be billed separately on a quarterly basis; and

WHEREAS, this contract for services has an option to extend for one (1) additional year into 2016, under the same terms and conditions as the present contract with the annual sum paid by the Village for 2016 to be calculated at an increase of 3% due from the 2015 amount for base services, with overtime billed separately.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that the County contract with the Village of Howard to provide full-time police services to the Village from January 1, 2012 through December 31, 2015, with the option of extending this contract through 2016 with a 3% increase over the amount due for 2015.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/26/2012

No. 10I -- RESOLUTION FOR APPROVAL OF POLICE SERVICE CONTRACT WITH VILLAGE OF SUAMICO

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Village of Suamico ("Village") pursuant to Wisconsin Statutes §61.65 (1)(a), is required to provide police protection services to the Village; and

WHEREAS, the Village, pursuant to §61.65 (1)(a) 2., may provide for the police protection services by contracting for said services with a county; and

WHEREAS, the Village has contracted with Brown County ("County") in the past for police protection services and now desires to continue to contract for full-time police services with County through a three year contract commencing January 1, 2013, and running through December 31, 2015; and

WHEREAS, the County is able to furnish police protection services to the Village and desires to continue to provide said services under contract with the Village for the three year period; and

WHEREAS, the Village shall pay the County on a quarterly basis for said police services as follows: for 2013 is \$988,908.97, for 2014 is \$1,008,687.15 and for 2015 is \$1,028,860.90 for a total under the three year contract of \$3,026,457.02. Any overtime for police services shall be billed separately on a quarterly basis; and

WHEREAS, this contract for services has an option to extend for one (1) additional year into 2016, under the same terms and conditions as the present contract with the annual sum paid by the Village for 2016 to be calculated at an increase of 3% due from the 2015 amount for base services, with overtime billed separately.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that the County contract with the Village of Suamico to provide full-time police services to the Village from January 1, 2012 through December 31, 2015, with the option of extending this contract through 2016 with a 3% increase over the amount due for 2015.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/26/2012

No. 10m -- **RESOLUTION TO AUTHORIZE THE USE OF PLACEMENT IN A JUVENILE
DETENTION FACILITY JAIL AS A DISPOSITION UNDER WIS. STATS.
§938.34**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, prior to 2011, Wis. Statute §938.34(3)(f)1 allowed a court to place a juvenile adjudged delinquent in a county juvenile detention facility for any combination of single or consecutive days not to exceed 30 days; and

WHEREAS, 2011 Wisconsin Act 32 amended Wis. Statute §938.34(3)(f)1. to allow a court to place a juvenile adjudged delinquent in a juvenile detention facility for any combination of single or consecutive days not to exceed 180 days; and

WHEREAS, Wis. Statutes §§938.06(5) 938.34(3)(f)3 require the adoption of a resolution by the Board of Supervisors authorizing use of a juvenile detention facility as a disposition for a juvenile adjudged delinquent.

NOW, THEREFORE, BE IT RESOLVED, the Brown County Juvenile Courts are authorized to use the juvenile detention facility as a placement in the disposition order of a juvenile adjudged delinquent for any combination of single or consecutive days not to exceed 180 as permitted by Wis. Statute §938.34(3)(f)1.

BE IT FURTHER RESOLVED, the Brown County Juvenile Courts are authorized to use the juvenile detention center for any of the purposes enumerated in Wis. Statute §938.06(5).

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

Authored by: Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the general fund. This is an authorizing resolution to allow the County to increase the available days for the use of the juvenile detention facility as a disposition for a juvenile adjudged delinquent. By utilizing Brown County's juvenile detention facility there will be an overall savings recognized by Brown County, since there will be less need to utilize outside juvenile correction facilities.

A motion was made by Supervisor La Violette and seconded by Supervisor Williams **"to adopt"**. Voice vote taken. Motion carried with Supervisor Evans abstaining.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/26/2012

No. 10n -- RESOLUTION REQUESTING THE BROWN COUNTY BOARD OF SUPERVISORS CONTRACT FOR AN ASSISTANT DISTRICT ATTORNEY POSITION AND A SUPPORT STAFF POSITION FOR A YEAR

A motion was made by Supervisor Vander Leest and seconded by Supervisor Steffen **“to hold for one month”**.

Supervisor Zima left at 7:05 p.m.

A friendly amendment was made to Supervisor Vander Leest’s motion by Supervisor Robinson **“to refer back to Public Safety Committee”**.

Vote taken on Supervisor Vander Leest’s motion with Supervisor Robinson’s friendly amendment **“to hold Resolution #10n for 3 months and refer back to Public Safety Committee to gather further information on the full cost, including increased jail costs; increased drug treatment and rehabilitation costs; and increased court costs”**. Vote taken. Roll Call #10n(1):

Ayes: Hopp, Erickson, Evans, Vander Leest, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Wetzel, Moynihan, Steffen, Carpenter, Lund, Fewell
Nays: Sieber, Nicholson, Buckley, Landwehr, Dantine, La Violette
Excused: De Wane, Hoyer, Haefs, Zima

Total Ayes: 16 Total Nays: 6 Excused: 4

Motion carried **“to hold for 3 months and then refer back to Public Safety Committee”**.

No. 11 -- CLOSED SESSION: For Discussion and Possible Action regarding an Offer to Purchase from Cardinal Capital Management, Inc., and/or its Assigns, approximately eight acres of Brown County owned land (part of a larger parcel known as Parcel #21-283 and #21-282) pursuant to Wis. Stats. §19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session”.

No Closed Session.

No. 12 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW. None.

No. 13-- BILLS OVER \$5,000 FOR PERIOD ENDING OCTOBER 31, 2012 AND NOVEMBER 30, 2012

A motion was made by Supervisor Buckley and seconded by Supervisor Clancy **“to pay the bills for the period ending October 31, 2012 and November 30, 2012”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 13 -- CLOSING ROLL CALL.

Present: Sieber, Nicholson, Hopp, Erickson, Evans, Vander Leest, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Jamir, Robinson, Clancy, Wetzel, Moynihan, Steffen, Carpenter, Lund, Fewell

Excused: De Wane, Hoyer, Haefs, Zima

Total Present: 22

Total Excused: 4

**No. 14 -- ADJOURNMENT TO WEDNESDAY, JANUARY 16, 2013 AT 7:00 P.M.,
LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET,
GREEN BAY, WISCONSIN.**

A motion was made by Supervisor Hopp and seconded by Supervisor Williams **“to adjourn to the above date and time”**. Voice vote taken. Motion carried unanimously with no abstentions.

Meeting adjourned at 7:23 p.m.

ls\ Darlene K. Marcelle/sj

DARLENE K. MARCELLE

Brown County Clerk